

Standing Committee on Financial Operations - Inquiry into the Governments Local Projects Local  
Jobs program  
Supplementary Questions

## Department of Primary Industries and Regional Development (DPIRD) response

On Monday 2<sup>nd</sup> September 2019 a Hearing of the Standing Committee on Financial Operations - Inquiry into the Governments Local Projects Local Jobs (LPLJ) Program was held.

The Hearing was attended by:

- DPIRD Director General, Mr Ralph Addis,
- DPIRD Director of Investment Management, Mr Brett Sabien,
- Mid West Regional Development Commission Chief Executive Officer, Mr Gavin Treasure, representing the Regional Development Commissions.

At the Hearing, further information was sought resulting in 10 Supplementary Questions (as extracted from the *Uncorrected Transcript of Evidence*).

DPIRD provides the following response to these questions with added detail, where necessary, provided in the attachments referenced.

### Question A1

#### ***Project data summaries***

DPIRD, through the Regional Development Commissions, administered a total of **305** LPLJ projects for a total of **\$9,294,650** in project funding.

The grants ranged in value from;

**\$750** for equipment upgrade - REG023 Bunbury Master Swimming Club Carnival to

**\$350,000** for equipment upgrade - REG031 Community Safety – Mandurah.

The average grant value was **\$30,538**.

Of note, there were 96 projects in this Program that had a youth-related focus for a combined total of **\$1,972,500** in grant funding. This included, but was not limited to, project activities involving schools, P&C associations and community facilities like skate parks and play grounds.

The purposes of the LPLJ funding has been categorised in the following summary table.

Summary of Local Projects Local Jobs project purpose

<i>Project purpose</i>	<i>Total \$</i>	<i># projects</i>
Facility upgrade	5,006,000	108
Equipment upgrade	3,068,650	139
Facilities and equipment upgrades	330,000	35
Program support	590,000	16
Tourism	125,000	2
Training	175,000	5
<b>Total</b>	<b>9,294,650</b>	<b>305</b>

#### **Question A2**

##### ***Status update of projects still underway***

At the Hearing DPIRD initially reported that there were 81 projects still underway. This information was taken from the 2018/19 Quarter 4 report supplied to the Minister for Regional Development's Office in July 2019.

Since that time a number of LPLJ projects have been completed and acquitted and there are now a total of 64 projects still underway. Most are in the process of project completion and moving towards final acquittal.

These projects have a total committed funding of \$3,029,227.

Of these, only 6 projects have funds remaining to be disbursed. These total \$221,745.

*Attachment A2 - LPLJ Parliamentary Inquiry - DPIRD Supplementary Questions lists all of these projects in greater detail.*

#### **Question A3**

##### ***Projects with variations***

At the Hearing DPIRD reported that there were 27 projects that had required a project variation. Subsequent to this DPIRD has undertaken another update with the Commissions and can revise this figure to 77 projects with variations.

These have a combined total funding commitment of \$3,616,500.

*Attachment A3 - LPLJ Parliamentary Inquiry - DPIRD Supplementary Questions lists all of these projects in greater detail.*

#### **Question A4**

##### ***Templates of governance tools used to administer LPLJ grant funds***

DPIRD provided the Regional Development Commissions with a range of governance tools with which to administer the LPLJ Program.

Please refer to the following attachments for Template documents.

- *Attachment A4.1 - LPLJ - Supplementary Question - DPIRD Template - Letter of Agreement*
- *Attachment A4.2 - LPLJ - Supplementary Question - DPIRD Template - LoA Variation*
- *Attachment A4.3 - LPLJ - Supplementary Question - DPIRD Template - Grant Agreement*
- *Attachment A4.4 - LPLJ - Supplementary Question - DPIRD Template - Final Acquittal Report*

#### **Question A5**

##### ***Department of Premier and Cabinet (DPC) guidance on project variations***

DPIRD has well-established processes to deal with variations to funded projects, which ensured that changes to project scope were clearly documented and funding remained mapped to deliverables.

In accordance with DPC advice, all variations to projects were managed by the Commissions in consultation with the relevant stakeholders.

Any variation to overall LPLJ Program funding administered by each Commission required approval by the Minister for Regional Development.

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**Question A6**

***Conflict of Interests policies and guidelines***

In the Hearing DPIRD advised that all Commissions used their own well-defined policies and guidelines to manage Conflicts of Interest while administering LPLJ project funds.

It was agreed that the Mid West Development Commission would supply their internal policy as an appropriate representative example for all Commission policies.

*This is supplied as Attachment A5 - LPLJ - Supplementary Question - MWDC POL004 - Conflict of Interest (Staff) Policy to this document.*

**Question A7**

***The effect of LPLJ funding on other similar grants funding sources***

Under the previous Liberal State Government the *Community Chest* and *Regional Grants Initiative* programs were used to administer regional funding for community level projects. With the change of Government in 2017 these programs were not continued.

The Local Projects Local Jobs Program did provide a way of delivering a similar service that contributed to regional communities and their development.

In September 2018 the State Government announced the first round of the *Regional Economic Development (RED) Grants* scheme. This is a contestable grants program that invests in community driven projects, with a value of up to \$250,000 that contribute to economic growth and development in regional Western Australia.

The total allocation for RED Grants is \$28.5 million over 5 years (2018-19 to 2022-23) which is allocated equally across the nine Regional Development Commissions to deliver and implement within each region.

**Question A8**

***Program expenditure***

The year-to-year LPLJ Program cash flows are detailed in the table below.

Table A8 - LPLJ Program expenditure

Regional Development Commission	LPLJ funding disbursed (\$) FY 2016/17	LPLJ funding disbursed (\$) FY 2017/18	LPLJ funding disbursed (\$) FY 2018/19	LPLJ funding disbursed (\$) FY 2019/20	Remaining funds to be disbursed (\$)	<b>Totals</b>
GEDC	653,000	75,000	0	0	0	728,000
GSDC	1,000,000	0	0	0	0	1,000,000
KDC	1,005,000	0	0	Repurposed (\$70,000)	0	1,005,000
MWDC	615,000	0	209,400	48,850	92,750	966,000
Peel DC	2,060,000	10,000	0	0	0	2,070,000
PDC	1,114,314	23,191	500	0	3,995	1,142,000
SWDC	678,650	1,519,818	60,000	0	125,000	2,383,468
<b>Totals</b>	<b>7,125,964</b>	<b>1,628,009</b>	<b>269,900</b>	<b>48,850</b>	<b>221,745</b>	<b>9,294,468</b>

**Question A9**

***Details of the cancellation of LPLJ project REG193***

LPLJ project REG193 was initially granted \$5,000 project funding for facility upgrades but after carrying out due diligence on this project the SWDC determined that the peak body representing the proponent were not supportive of the proposed outcomes. SWDC then undertook negotiations with the relevant stakeholders to see if the money could be re-purposed but a suitable agreement could not be reached.

Accordingly, the project was cancelled and the money returned.

**Question A10**

***High level scan of 'jobs creation' information relating to the LPLJ Program***

The LPLJ Program was a collection of short-term stimulus grants for specific outcomes in a regional setting, with an average grant size of approximately \$30,538 per project.

With this scale of investment, it provided a stimulus for regional economies through local purchasing of the goods and services required to implement these projects. This had the effect of sustaining existing employment in local businesses, which acts as a useful driver of local economies.

Some of the Commissions did collect summary data on paid positions supported by LPLJ project funds. These were the Kimberley, Pilbara, Mid West and Great Southern Development Commissions. A summary of this information is provided in the Attachment A10.

*This information is detailed in Attachment A10 - LPLJ Parliamentary Inquiry - Hearing Supplementary Questions - DPIRD response.*

## Question A2

Table A2 - LPLJ Projects still underway

Regional Development Commission	Project ID	Project name	Project proponent	Project purpose	Total project funding (\$)	Project Status	Total grant money disbursed	Funds remaining to disburse	When final grant fund payment is expected to be made
GEDC	none								
GSDC	none								
KDC	REG012	Warlayirti Art & Culture Centre	Warlayirti Artists Aboriginal Corporation	Update electronic equipment (computers) Preserving art work and offering more woman's programs	20,000	In progress	20,000	0	N/A
	REG015	Beagle Bay Youth Centre Renovations	Beagle Bay Futures Indigenous Corporation	Renovate existing infrastructure. Local businesses to carry out works – 3 quotes required.	70,000	In progress	70,000	0	N/A
	REG086	Halls Creek Recreation Centre	Shire of Halls Creek	\$200,000 towards Basketball court resurfacing, Halls Creek Basketball Court resurfaced only – not to be used for staff income, further upgrades to the Recreation Centre etc. Any money in excess of \$200k requires the Shire of Halls Creek to fund. Work with Helen Ockerby (0447 171 768) throughout the whole process. Local (Kimberley) businesses to carry out works – 3 quotes required. Shire of Halls Creek may not carry out the work – the contract must be completed externally i.e. independent contractor	200,000	Completed project at cost of \$61,398, residual funds of \$138,602 returned, awaiting acquittal report	200,000	0	N/A
	REG097	Traditional Language Preservation	Kimberley Language and Resource Centre	Traditional Language preservation grants Produce books with language with English translation – to work with the Art Centres to incorporate illustrations. To publish the stories that they currently hold. Not to be used for staff wages.	100,000	In progress	100,000	0	N/A
	REG117	Midnight Basketball Project	Shire of Broome	Food, fuel, hire of venue.	5,000	In progress	5,000	0	N/A
	REG147	Resources and Equipment Grant	Kalumburu Remote Community School	Kitchen facilities, library books, sporting equipment (to be discussed between P&C's and parents).	5,000	Small amount of residual funding to be expended.	5,000	0	N/A
		Purchase of Community Bus	Mowanjum Aboriginal Corporation	Funds are provided for the purchase of a bus to provide transport for community residents enabling access to services delivered in Derby and other opportunities.	70,000	Residual funds from REG086 repurposed to MAC as authorised by Minister MacTiernan.	70,000	0	N/A
<b>KDC Totals</b>	<b>7</b>				<b>470,000</b>		<b>470,000</b>	<b>0</b>	
MWDC	REG034	Creative Hub Upgrade - Geraldton	Pollinators Inc	Funding to upgrade amenities (mobile toilets) at the Creative Hub to enable better use of the facility.	30,000	Project complete, acquittal under review.	30,000	0	N/A
	REG039	Drummonds Foreshore Rejuvenation and Adaptation Project	Drummonds Cove Progress Association	a) Development of a Master Plan for the Drummond Cove foreshore area consistent with the Everlasting Partnership Agreement between the Grantee and the City of Greater Geraldton. (b) Development of Detailed Design Plans for the area consistent with the co-design guidelines developed for the Drummond Cove Beach Front (c) Implementation activities including regeneration planting, shade shelter(s), bench(es) as identified in the Detailed Design Plans.	50,000	The project has progressed cautiously to make sure it aligns with the State's Coastal Hazard Mitigation and Protection process and the City's response to the Drummond Cove Beach front erosion issues. A variation was submitted to the Minister to extend the project until 30 Oct 2019.	5,000	45,000	N/A
	REG056	Foodbank Geraldton Food Shortage Funding	Foodbank WA	Funds to augment food supply during times of low donations and peak demand over a four year period.	40,000	On Track - will be completed in June 2021 as a four year project.	40,000	0	N/A
	REG059	Geraldton Cycleway Strategy	Mid West Sports Federation	Funds to enable the MWSF to develop a holistic cycle plan including community engagement, publications, communications, advertising, app development, maps, and related administration costs.	90,000	The project has progressed slowly to ensure adequate consultation. A variation was submitted to the Minister to extend out the acquittal until March 2020.	42,250	47,750	Mar-20
	REG085	Gunnado Farm Infrastructure Upgrade	Geraldton Street Work Aboriginal Corporation	Upgrades to facilities at the Gunnado Farm near Walkaway.	50,000	Acquittal under review - awaiting confirmation of budget and variation for underexpenditure	50,000	0	N/A
	REG115	Young Leaders Program	NGALA Community Service	Funding to run three Young Leaders Programs over four years in the Mid West, modelled on the 2014 leadership initiative. This project will have strong community engagement and links with local business and other service providers.	40,000	On Track - will be completed in June 2021 as a four year project.	40,000	0	N/A
	REG116	Mid West School Holiday Engagement Program	University of Western Australia (WA Centre for Rural Health)	Funds for the enhancement and expansion of the school holiday program in Spalding, operated by the WA Centre for Rural Health.	80,000	On Track - will be completed in June 2021 as a four year project.	80,000	0	N/A
	REG137	PCYC Streets of Dirt	Federation of Western Australian Police & Community Youth Centres Inc	Funding to upgrade quarter midget vehicles for the PCYC Streets Of Dirt program and deliver an 8 week Youth Mentor Program for at risk youth.	20,000	Project complete, acquittal under review.	20,000	0	N/A
	REG141	Pollinators - start up assistance	Pollinators Inc	Funds to enable rent subsidies for start-up businesses at Pollinators over four years (\$20K/Yr). Giving local business access to shared working spaces leading to job creation.	80,000	On Track - will be completed in June 2021 as a four year project.	80,000	0	N/A
	REG144	Rangeway Beautification Project	Rangeway Utakarra Karloo Progress Association Inc	Provide funds to RUKPA (Rangeway, Utakarra and Karloo Progress Association) to help enhance local parks and streetscapes. All work will be done by volunteers using these funds to purchase plants, paint and materials.	10,000	Variation submitted to the Minister for minor date extension to allow for adequate consultation.	10,000	0	N/A
	REG153-9	School IT Enhancement Project (Geraldton Primary)	Geraldton Primary School	One-off allocations for schools in Geraldton to enable the purchase of IT related capital improvements or professional development for staff.	15,000	Acquittal under review - awaiting confirmation of budget	15,000	0	N/A
	REG178	Track upgrades, Woorree Park BMX Club	Woorree Park BMX Club	Funding for the upgrade of the BMX track to bring it back up to the standard required to continue to host State round competitions.	20,000	Acquittal under review - awaiting photos of completed works	20,000	0	N/A
<b>MWDC Totals</b>	<b>13</b>				<b>525,000</b>		<b>432,250</b>	<b>92,750</b>	
	REG017	Bortolo District - Sports Floodlighting Upgrade	City of Mandurah	Repair and upgrade existing facilities	200,000	Complete awaiting acquittal	200,000	0	N/A
	REG033	McLennan Reserve, Madora Bay	City of Mandurah	Pump Track at McLennan Reserve	60,000	Underway	60,000	0	N/A
	REG040	Dwellingup Town Square Redevelopment	Shire of Murray	Dwellingup Town Square Redevelopment	200,000	Underway	200,000	0	N/A



Peel DC	REG045	Extension to Shed and Equipment Upgrade	Falcon Men's Shed	Funds to improve the facilities and equipment available at the Centre.	10,000	Underway	10,000	0	N/A
	REG065	Renovations and Refurbishment	Halls Head Bowling and Recreation Club Inc	Halls Head Bowling Club is a popular bowls club in the community. This grant will allow assist them to maintain the bowls club and address small specific needs.	10,000	Complete awaiting acquittal	10,000	0	N/A
	REG073	Equipment and Uniforms	Halls Head Hockey club	General expenditure for hockey club to improve facilities and equipment.	5,000	Complete awaiting acquittal	5,000	0	N/A
	REG074	Equipment and Maintenance to Football Club	Mandurah City Football Club	Mandurah City F.C. aim to provide a place to gather and support the enjoyment of football, a place to be involved and share in children's growth in the sport. This grant will allow them to buy equipment, improve infrastructure and address small specific needs for the club.	10,000	Complete and awaiting acquittal signoff	10,000	0	N/A
	REG140	Pinjarra Town Centre Redevelopment	Shire of Murray	A \$100,000 contribution to the Pinjarra Town Centre Revitalisation Plan.	100,000	Underway	100,000	0	N/A
	REG142	Upgrade of Disability Infrastructure and Equipment	Port Bouvard Yacht Club - Sailability	Port Bouvard Yacht Club has a program called Sailability. Sailability is a nationwide program that encourages people with disabilities to try sailing.	30,000	Underway	30,000	0	N/A
	REG145	Ravenswood Nature Play Area	Shire of Murray	Development of a nature play area in the Ravenswood Community off Jolly Rambler Boulevard, Ravenswood.	50,000	Underway	50,000	0	N/A
	REG180	Upgrade of Preston Beach Community Hall	Shire of Waroona	Contribution to the upgrade of the Preston Beach Community Hall	50,000	Complete awaiting acquittal	50,000	0	N/A
	REG184	Community Men's Shed Building - Co-Location with Youth Centre	Waroona Community Men's Shed	\$100,000 for upgrades and extension to Waroona Community Men's Shed.	100,000	Underway	100,000	0	N/A
Peel DC Totals	12				825,000		825,000	0	
PDC	REG067	Wickham Skate Park Shade	City of Karratha	Contribute to shade and/ or lighting at the Wickham Community Hub outdoor Skate Park Area	35,000	Project completed and acquittal submitted. PDC finalising acquittal with Grantee - due to be completed by 31 October 2019.	35,000	0	N/A
	REG094	Community Safety and Youth Services	City of Karratha	Contribute to the delivery of a number of Community Safety and youth programs	250,000	CoK acquittal due with PDC 20 September 2019.	250,000	0	N/A
	REG136	Broadcasting Equipment Upgrade	Hedland Community Radio	Purchase, delivery and installation broadcasting equipment to enable the station to broadcast from different locations	15,000	Changes in management at Radio Station has resulted in delays. Acquittal in progress and due with Commission by 31 October 2019.	15,000	0	N/A
	REG163.1	Purchase of new equipment and uniforms	Hedland Little Athletics	Contribute to the purchase of equipment for the Club	2,000	Project completed and acquittal submitted. PDC finalising acquittal with Grantee by 15 October 2019.	2,000	0	N/A
	REG163.5	Purchase of Equipment and Uniforms	Hedland Touch Association	Assist with the purchase of uniforms and new equipment	2,000	Project completed and acquittal submitted. PDC finalising acquittal with Grantee by 15 October 2019.	2,000	0	N/A
	REG122.3	Play Equipment	Jigalong Remote Community School	New playground equipment in-line with the National Framework Quality Standards, to create a play area that will stimulate play and learning.	10,000	Acquittal submitted with unspent funding. Grantee is finalising expenditure and will resubmit acquittal to the PDC by 15 October 2019.	10,000	0	N/A
	REG092	Juluwarlu's Nanna's Program Annex	Juluwarlu Group Aboriginal Corp.	Funding will contribute to the costs associated with building an annex at the Juluwarlu Language Centre. This will provide a space for the Nanna's program to operate from.	15,000	Project completed, acquittal submitted to PDC and being processed. Completed by 15 October 2019.	15,000	0	N/A
	REG129	Ngurrawaana Remote Community Visitor Information Signage	Juluwarlu Group Aboriginal Corp.	Assist with the design, supply and installation of visitor information signage at Gregory's Gorge a popular camping site located in Millstream.	10,000	Grantee has requested variation to scope of project which is being processed.	10,000	0	N/A
	REG163.2	Purchase of new equipment and uniforms	Kapu Wanparijalu Aboriginal Corporation	Assist with the purchase of uniforms and new equipment	1,960	Project completed and acquittal submitted. PDC finalising acquittal with Grantee to be completed 15 October 2019.	1,960	0	N/A
	REG001	Minor Repairs at Mingullatharndo Community	Mingullatharndo Association	Assist in minor building repairs to support the new 30 panel solar power system that will support the provision of clean drinking water and reduce power bills.	55,000	This project was delayed due to delays in completion of other works which were required to be undertaken prior to commencing this component. PDC has requested update and Grantee is submitting a variation to the date of completion of the project for processing.	55,000	0	N/A
	REG163.2	IT and Resources Upgrade	Parnngurr Remote Community School	Funds will be utilised to upgrade school resources and purchase new iPad and laptops which will be utilised by students at the school as part of the Two-way Science and Learning on Country programs offered by Science Pathways for Indigenous Communities	10,000	PDC has requested acquittal from the Grantee. This is a remote school in the Western Desert and there have been some delays due to changes in school management.	10,000	0	N/A
	REG089	Warralong Basketball Court Lighting Upgrade	Pilbara Meta Maya Regional Aboriginal Corp.	Contribute to the costs associated with upgrading the wiring and lighting at Warralong community basketball court, this will enable further usage of the courts.	12,000	Project completed, acquittal received and being processed by the PDC. Completion 15 October 2019.	12,000	0	N/A
	REG175/176	Establishment of the Tom Price Men's Shed	Tom Price Men's Shed	Assist in the establishment of a premises or purchase a shed for the operation of the Tom Price Men's Shed program	150,000	Grantee is drafting a variation request for consideration.	150,000	0	N/A
	REG123.1	Nature playgrounds and library resources at schools	Punmu Remote Community School (RAWA)	Purchase and upgrade of school resources and equipment	10,000	Project completed and acquittal submitted. PDC finalising acquittal with Grantee by 30 September 2019.	10,000	0	N/A
	REG163.3	Purchase of new equipment and uniforms	Unit 2 Boxing Club	Assist with the purchase of uniforms and new equipment	1,854	Project completed and acquittal submitted without an invoice as evidence of purchase. Grantee has not sent invoice to date. PDC following up with Grantee with acquittal to be finalised by 15 October 2019.	1,854	0	N/A
	REG163.15	Purchase and upgrade of Equipment and Uniforms	Karratha Pilipino Basketball Association	Assist with the purchase and upgrade of uniforms and new equipment	3,000	Delays to this project due to the organisation not being incorporated. Tried several options including auspice through the City of Karratha - not successful. DPC requested to try through the Karratha Basketball Association via the WA Basketball Association. Sent grant agreement to Karratha Basketball Association September 19 and expect funds to be allocated in October 2019.	0	2,995	TBC
	REG163.10	Purchase of equipment for the club	Newman Gymnastics Club	Assist with the purchase of equipment	1,490	Acquittal received with \$474.99 unspent. PDC is finalising acquittal with Grantee and will raise an invoice for funds to be returned. Completed by 15 October 2019.	1,490	0	N/A
	REG163.31	Purchase of Equipment and Uniforms	Newman Netball Association	Assist with the purchase of uniforms and new equipment	1,000	Funding has not been released as Grantee has not submitted milestone and corresponding invoice. PDC has referred to Kevin Michel with a recommendation that offer be withdrawn if Grantee does not submit Grant agreement and invoice by 30 October 2019.	0	1,000	N/A

	REG128	Native Garden and Veranda at the Roebourne Cultural Centre	Ngarluma Yindjibarndi Foundation	Complete the verandah at the Cultural Centre and the native Garden, including the purchase of equipment	15,000	NYFL went into voluntary administration during 18/19 which delayed the completion of the project. Administration has now been finalised and CEO of NYFL has advised that project has been completed and acquittal will be sent to PDC by 15 October 2019.	15,000	0	N/A
	REG163.20	Purchase of Equipment and Uniforms	East Pilbara Softball Association	Assist with the costs of line marking for the season	924	Grantee did not proceed with the project has it has been withdrawn. PDC has invoiced the Grantee for funds to be returned.	924	0	N/A
PDC Totals	20				601,227		597,227	3995	
SWDC	REG013	Basketball Business Case	Bunbury Basketball Association Inc	Facility upgrade	5,000	Still awaiting response from recipient outstnding invoice which appears to be delaying the acquittal.	5,000	0	
	REG027	Changemakers Festival	Bunbury Regional Theatre Inc	Program support	8,000	Project completed and acquittal received and held open due to missing attachments (invoices) being retrieved by the proponent. Follow up with recipient made on several occasions, no response received as yet.	8,000	0	
	REG048	Event and Marketing Officer and programs for the CBD	South West Business Association Inc	Program support	70,000	Project due for completion 01/10 and acquittal 01/01/2020	70,000	0	
	REG124	New marine antenna for Bunbury Powerboat Club	Bunbury & Districts Power Boat Club Inc	Equipment upgrade	50,000	Project sitting with DPIRD for instruction.	50,000	0	
	REG127	New toilet block for the Bunbury Speedway	Bunbury Car Club Inc	Facility upgrade	50,000	Sent acquittal template through 29-03. Phone call from Group, advised will complete acquittal template ASAP. Received phone call from Group advised acquittal is being worked on.	50,000	0	
	REG174	Tiny Housing Pilot Programme for Crisis Accommodation	AccordWest	Facility upgrade	180,000	Project underway. Progress meeting with Accordwest scheduled for 26/09. Completion due 31/12/19	180,000	0	
	REG198	Donnybrook Community Radio	Donnybrook Community Radio	Equipment upgrade	30,000	Progressing well with project. Completion due 31/12/19	30,000	0	
	REG206	Allanson Primary School - water pump	Allanson Primary School	Equipment upgrade	30,000	Received email from school re: expenditure of unspent funds 19/9/19.	30,000	0	
	REG214	Wellington Dam - Mural	Shire of Collie	Facility upgrade	50,000	Project identified. SWDC working with DPC to firm up project proposal.		50,000	Dec-19
	REG216	Collie Marron Festival		Program support	75,000	Project variation approval received from Minisiter 6/8/19. Draft GA with recipient for review.		75,000	Oct-19
	REG217	Collie River Stop - extra funding	Shire of Collie	Facility upgrade	40,000	Formal variation approved on 10/06. New completion date 30/11/19, acquittal date 28/02/19.	40,000	0	
	REG219	Fairview Primary School	Fairview Primary School	Facility upgrade	20,000	Project due for completion end of Term 3 - 27/09/19. Project running to schedule.	20,000	0	
SWDC Totals	12				608,000		483,000	125000	
Grand Total	64				3,029,227		2,807,477	221,745	

Parliamentary Inquiry into the LPLJ and Establishment of a Parliamentary Budget Office - Hearing 1 - DPIRD Supplementary Questions

Question A3

Table A3 - LPLJ Projects with variations

Regional Development Commission	Project ID	Project name	Project proponent	Project purpose	Total project funding (\$)	Project Status	Variation date	Variation	Reason
GEDC	REG 025	Loopline Tram	Golden Mile Loopline Railway Society	Purchase a road based tram to provide a tourism and visitor experience in Kalgoorlie-Boulder	100,000	Acquitted	30/04/2019	Endorsement to purchase the tram	Project delayed as GMLRS undertook further development of their project plan with a demonstrated sustainable operating model. Sought and secured operational funding from CKB and KCGM as well as agreement that Kalgoorlie-Boulder VC would manage the tram.
		Music Recording in the North East Goldfields	West Australian Music	Record a localised produced CD of Northern Golds Aboriginal artists	20,000	Acquitted	21/03/2018	Extension of milestone and completion date	Alignment of the CD launch with the Leonora Golden Gift and artist / CD promotion following this event
	REG146	Relocation of playground and skate park (now Pump Track)	Shire of Laverton	Relocation of the skate park equipment to co-locate with the new community hub	50,000	Acquitted	4/09/2018	Change of scope	Change from the original project (relocate skate park equipment to co-locate with the community hub) to the purchase and installation of a new pump track as the community hub project was rescoped and co-location with the skate park was no longer a good fit.
		Norseman Town Precinct Heritage Walk	Shire of Dundas	Design and installation of 10 heritage murals along the main street	37,000	Acquitted	11/10/2017	Extension of milestone and completion date	Delay due to need to coordinate three community groups (and volunteers), new completion date 15/12/2017
	REG161	Solar Lighting to Footpath between town and Wongatha Village	Shire of Laverton	Increase safety and accessibility by lighting the pathway from Laverton town to Wongatha Village	40,000	Acquitted	11/01/2018	Extension of milestone and completion date	Project delay due to CEO change-over.
							31/03/2019	Extension of milestone and completion date	Project delay due to shipping and contractor difficulties.
	REG179	Upgrade of filtration system at Kambalda Pool	Shire of Coolgardie	Replacement of old filtration system	40,000	Acquitted	19/10/2017	Extension of milestone and completion date	Replacement of the filtration system required the pool to be emptied which was not considered as part of the original plan. Due to commencement of the pool season over 2017-2018 summer the project could not commence until March 2018.
GEDC Totals	6				250,000				
GSDC	REG005	New Representative Team Uniforms	Albany Netball Association Inc	New Representative Team Uniforms - Netball	5,000	Completed	16/06/2017	Variation 1 - project funding increased from \$4,545 to \$5,000	Change to reflect proponent not registered for GST
	REG008	Shed Extension for Rescue 1	Albany Sea Rescue Squad Inc	Shed Extension for Rescue 1	50,000	Completed	5/12/2017	Variation 1 - Final Acquittal date extended.	Project delay experienced.
	REG018	Bremer Bay School Oval Development	Bremer Bay Primary School P&C	Funds towards development of a new oval, to enable a 100 or 400m running track.	50,000	Completed	18/12/2017	Variation 1 - Final Acquittal date extended.	Project delay experienced.
	REG028	Milpara Park Playground Equipment	City of Albany Milpara Park	Provide new playground equipment to Milpara Park.	50,000	Completed	2/05/2018	Variation 1 - Final Acquittal date extended.	Project delay experienced.
	REG055	Stage Development for Assembly Hall	Flinders Park Primary School P&C	Stage Development for Assembly Hall.	30,000	Completed	21/02/2018	Variation 1 - Final Acquittal date extended.	Project delay experienced.
	REG106	Enhanced Amenity at Lake Weerlara	Lockyer Action Network Inc	Gazebo, picnic tables, seating, toilet block and BBQs for Lake Weerlara.	56,000	Completed	17/10/2018	Variation 1 - Final Acquittal date extended.	Project delay experienced.
	REG131	Building Upgrade	North Albany Football Club	Building Upgrade - new seating to grand stand and building upgrade.	53,000	Completed	2/03/2018	Variation 1 - Final Acquittal date extended.	Project delay experienced.
							31/07/2018	Variation 2 - Final Acquittal date extended	Project delay experienced.
	REG132	Kitchen Upgrade	North Albany Football Club	Kitchen Upgrade.	25,000	Completed	2/03/2018  18/04/2018  31/07/2018	Variation 1 - Final Acquittal date extended.  Variation 2 - Final Acquittal date extended  Variation 3 - To extend list of equipment able to be purchased for kitchen with funds.	Project delay experienced.  Project delay experienced.  Through competitive quotes, the proponent was able to purchase additional facility equipment to that included in the original project budget.
GSDC Totals	9				379,000				
KDC	REG012	Warlayirti Art & Culture Centre	Warlayirti Artists Aboriginal Corporation	Update electronic equipment (computers) Preserving art work and offering more woman's programs	20,000	In progress	29/10/2018	To hold an Artist in Residence program to explore new directions and techniques with the women of Balgo.	Additional program to approved purpose of offering more programs to female artists.
	REG036	Derby Youth Centre Services	Shire of Derby West Kimberley	Equipment for the sole benefit of youth and programs revamp.	50,000	Completed and acquitted.	17/11/2017	Funds are to be used towards the delivery of the Derby Youth Centre Services.	Funds re-directed from equipment to operational costs.
	REG097	Traditional Language Preservation	Kimberley Language and Resource Centre	Traditional Language preservation grants Produce books with language with English translation – to work with the Art Centres to incorporate illustrations. To publish the stories that they currently hold. Not to be used for staff wages.	100,000	In progress	19/04/2018	\$10,000 from the grant for digitalizing and reproducing published materials in obsolete formats, and permitting illustrations to be sourced from Kimberley schools rather than Kimberley Art Centres	KLRC requested all funds to be used for digital material. Partial funds approved.
	REG117	Midnight Basketball Project	Shire of Broome	Food, fuel, hire of venue.	5,000	In progress	7/08/2019	To hold a basketball Carnival over two days comprising of basketball skill demonstrations and competitive basketball and educational sessions to be held 8 – 9 October 2019 in the school holidays and then again on 28 – 29 January 2020.	Original format not suited to a remote location.



KDC Totals	4				175,000				
MWDC	REG024	Bundiyarra Newsletter	Bundiyarra Aboriginal Corporation	For the purchase of equipment and materials and trainee wage for 1 year to enable the continuation of the quarterly publication of the Bundiyarra Newsletter	20,000	Acquitted	27/02/2018 by Darren West	Variation approved for change to the focus of the grant from materials and equipment to predominantly employment costs.	Other funds from Employment Plus Wage Subsidy were not secured, budget reduced from \$26.5K to \$20K. Less spent on newsletter printing as e version adopted. Less spent on a trainee position due to her moving on. Remaining funds directed to a public relations officer to deliver another newsletter and support the organisation.
	REG034	Creative Hub Upgrade - Geraldton	Pollinators Inc	Funding to upgrade amenities (mobile toilets) at the Creative Hub to enable better use of the facility.	30,000	Acquittal Pending	Variation 1 - 11/07/2018 by MWDC CEO  Variation 2 - 30/10/2018 by MWDC CEO  Variation 3: 21/03/2019 by Minister	Variation 1: Variation approved for date extension.  Variation 2: Variation approved for date extension.  Variation 3: Variation approved for use of funds towards administration costs.	Variation 1: Minor delays with project.  Variation 2: Further delays with project.  Variation 3: Minor cost saving identified, requested to use funds on administration for project coordinators time as they had expended far more time than expected on the project without direct source of income for such.
	REG039	Drummonds Foreshore Rejuvenation and Adaptation Project	Drummonds Cove Progress Association	a) Development of a Master Plan for the Drummond Cove foreshore area consistent with the Everlasting Partnership Agreement between the Grantee and the City of Greater Geraldton. (b) Development of Detailed Design Plans for the area consistent with the co-design guidelines developed for the Drummond Cove Beach Front (c) Implementation activities including regeneration planting, shade shelter(s), bench(es) as identified in the Detailed Design Plans.	50,000	On Track	Variation 1 - 27/07/2018 by Minister  Variation 2 - 09/01/2019 by Minister  Variation 3 - BN provided to Minister for approval on 24/07/19 - response yet to be received.	Variation 1: \$50,000 originally allocated towards a 'business case to investigate the establishment of a boat ramp and family recreation area and to help address erosion of Drummonds Cove.' with no proponent identified. After liaison with CGG, Drummond Cove Progress Association confirmed as proponent and the brief varied to: (i) Develop a Foreshore Conservation Management Plan for the Drummond Cove foreshore area; (ii) Develop Foreshore Enhancement Design Plans for the area consistent with the co-design guidelines developed for the Drummond Cove Beach Front.  Variation 2: a Foreshore Conservation Management Plan was no longer required with DCPA entering into an Everlasting Partnership Agreement with the CGG. Cost of planning reduced and remaining funds redirected to infrastructure and revegetation works consistent with the Coastal Hazard Risk Management Adaptation Planning report.  Variation 3: Extension to completion and acquittal dates (Waiting for response on variation request)	Variation 1: As per variation column details.  Variation 2: As per variation column details.  Variation 3: Project is unable to meet original agreed timeframes due to contractor availability and request an extension until the 30 October 2019.
	REG059	Geraldton Cycleway Strategy	Mid West Sports Federation	Funds to enable the MWSF to develop a holistic cycle plan including community engagement, publications, communications, advertising, app development, maps, and related administration costs.	90,000	On Track	Variation 1 - 29/10/2018 by Minister  Variation 2 - BN provided to Minister for approval on 24/07/19 - response yet to be received.	Variation 1: \$90,000 allocated towards a 'planning and cost benefit analysis into the expansion of the current cycling network to the north and south of the City and to investigate a cycling loop on the former rail corridor.' No proponent identified. MWSF confirmed as proponent in liaison with CGG, brief varied to develop a holistic cycle plan including community engagement, publications, communications, advertising, app development, maps, and related administration costs.  Variation 2: Extension of completion and acquittal dates.	Variation 1 - As per variation column details.  Variation 2: Unable to meet original agreed timeframes due to need for further comprehensive engagement with the community.
	REG137	PCYC Streets of Dirt	Federation of Western Australian Police & Community Youth Centres Inc	Funding to upgrade quarter midget vehicles for the PCYC Streets Of Dirt program and deliver an 8 week Youth Mentor Program for at risk youth.	20,000	Acquittal under review	29/10/2018 by Minister	Variation approved to direct remaining funds of \$9 464 towards a Youth Mentor Program working with young aboriginal boys at risk.	The PCYC spent 1/2 of funds on repairing two vehicles for hire. The program ceased after a Perth club experienced a tragic death which had flow on effects to regional centres in regards to managing risk. Remaining funds redirected to the Youth Mentor Program.
	REG144	Rangeway Beautification Project	Rangeway Utakarra Karloo Progress Association Inc	Provide funds to RUKPA (Rangeway, Utakarra and Karloo Progress Association) to help enhance local parks and streetscapes. All work will be done by volunteers using these funds to purchase plants, paint and materials.	10,000	On Track	BN provided to Minister for approval on 24/07/19 - response yet to be received.	Variation requested for change in completion and acquittal dates.	Project is unable to meet original agreed timeframes due to delays with the RUKPA committee making a decision on best outcome for expenditure of funds.

	REG190	Geraldton Aboriginal Community Patrol	MEEDAC Inc	Funding towards: • A new bus to provide a second patrol service on Thursday evenings to engage with at risk youth and adults on the streets. • Premises lease costs during the period contracted by Department of Communities to deliver the Geraldton Aboriginal Community Patrol.	50,000	Acquitted	27/07/2018 by Minister	\$50,000 allocated to 'establish a second Yamatji Patrol on Thursday nights for a four year period'. No proponent identified. MEEDAC confirmed as proponent and brief varied to (i) A new bus to provide a second patrol service on Thursday evenings to engage with at risk youth and adults on the streets. (ii) Premises lease costs during the period contracted by Department of Communities to deliver the Geraldton Aboriginal Community Patrol.	Originally the Geraldton Aboriginal Yamatji Patrol Corporation was indicated as recipient. However Department of Aboriginal Affairs advised that the base funding for patrol services would be redirected to MEEDAC not GAYPC as of 2018. LPLJ funding would be added to this contract to increase service delivery.
	REG226	Bundiyarra Mugarri landscaping and serving country memorial project	Bundiyarra Aboriginal Corporation	To help meet costs incurred through development of the Mugarri Aboriginal tourism trails project, particularly the landscaping and completion of the Aboriginal soldiers' memorial. The project will involve work for the dole participants contributing to skills development.	16,000	Acquitted	BN provided to Minister for approval on 24/07/19 - response yet to be received.	1 May 2017, DPIRD advised MWDC of an allocation of \$980,000 to LPLJ commitments FROGGS declined \$30,000 DWest sought approval from DPC to reallocate the funds to Bundiyarra Aboriginal Corporation. To allow other projects to go ahead an MOU was signed for the first \$950K until the unallocated funds was sorted out. DWest advised MWDC on the 14 February 2018 that \$16,000 of the \$30,000 unallocated had been approved for the Bundiyarra landscaping project. A grant agreement was entered into on the 14 March 2018 and the first instalment paid. Still waiting on MOU to be corrected to reflect the full \$966K of commitments.	As per variation column details.
<b>MWDC Totals</b>	8				286,000				
Peel DC	REG017	Bortolo District - Sports Floodlighting Upgrade	City of Mandurah	Repair and upgrade existing facilities	200,000	Underway	25/03/2019	Completion Date Extension	Extension to the Completion Date was requested by the City of Mandurah (COM) as the southern reserve was to get an increase in lux capacity and had to undergo urgent rewiring due to safety concerns. Once this was done COM had to go through another "request for quotation" therefore delaying the completion date.
	REG033	Coote Reserve, Madora Bay NOW McLennan Reserve	City of Mandurah	BMX Track for Coote Reserve	60,000	Underway	16/07/2019	McLennan Reserve Pump Track	Variation was approved by David Templeman MLA Member for Mandurah. After City of Mandurah completed their public consultation the public identified McLennan Reserve as the preferred location for the track. The data was collated and a report presented to Council for the endorsement of the consultation process and approval to install the pump track at McLennan Reserve.
	REG045	Extension to Shed and Equipment Upgrade	Falcon Men's Shed	Funds to improve the facilities and equipment available at the Centre.	10,000	Underway	25/05/2018	Completion Date Extension	This project is now complete and awaiting acquittal. Falcon Men's Shed needed an extension due to the uncertainty of their existing premises. Wanted to purchase equipment only.
	REG180	Upgrade of Preston Beach Community Hall	Shire of Waroona	Contribution to the upgrade of the Preston Beach Community Hall	50,000	Completed Awaiting Acquittal	29/08/2018	Completion Date Extension	Contract completion and acquittal dates varied to align with their Regional Grants Scheme funding agreement dates and federal funding.
	REG031	Community Safety - Mandurah	City of Mandurah	Installation of CCTV Infrastructure	350,000	Acquitted	29/08/2018	Completion Date Extension	City of Mandurah requested extension.
	REG134	Orion Road / Shaw Street Playground	City of Mandurah	Upgrade of play area	10,000	Acquitted	23/05/2018	Completion Date Extension	City of Mandurah requested extension due to delivery of equipment delay.
	REG155	Seniors Exercise Equipment - Tickner Park	City of Mandurah	Installation of exercise equipment in park to encourage seniors to exercise	20,000	Acquitted	23/05/2018	Completion Date Extension	City of Mandurah requested extension due to delivery of equipment delay.
	REG185	Watersun Drive - Silver Sands	City of Mandurah	Installation of toddler playground, paths and picnic facilities	65,000	Acquitted	23/05/2018	Completion Date Extension	City of Mandurah requested extension due to delivery of equipment delay.
	REG075	Mandurah Southern Districts Fire Brigade	City of Mandurah	Upgrade of fire equipment for the Mandurah Southern Districts Fire Brigade	30,000	Acquitted	23/05/2018	Completion Date Extension	City of Mandurah requested extension had only partially expended funding.
	REG227	Preserve the Peel Environment	Peel Preservation Group	Work to preserve the Peel Environment	10,000	Acquitted	25/01/2019	Completion Date Extension	Extension request due to the delay in equipment.
	REG180	Upgrade of Preston Beach Community Hall	Shire of Waroona	Contribution to the upgrade of the Preston Beach Community Hall	50,000	Completed Awaiting Acquittal	29/08/2018	Completion Date Extension	Extension was granted to bring the dates into alignment with the their Regional Grant Scheme Agreement dates.
	REG149	Equipment and Venue Upgrade	Riding for the Disabled Peel	Equipment upgrade and venue upgrade.	40,000	Acquitted	13/04/2018	Change of Organisation	This was not a variation. This was always intended to go to Riding for the Disabled Mandurah association. Confirmation for change was given by Templeman's office.
	REG149	Equipment and Venue Upgrade	Riding for the Disabled Murray Mandurah	Equipment upgrade and venue upgrade.	40,000	Acquitted	13/04/2018	Completion Date Extension	Extension request due to difficulty with intended builder. Looking at alternative builder for construction of work.
	REG184	Community Men's Shed Building - Co-Location with Youth Centre	Waroona Community Men's Shed	Upgrades and extension to Waroona Community Men's Shed.	100,000	Underway	30/07/2018	Completion Date Extension	Extension request due to extend completion and acquittal dates. Federal funding also obtained (Building Better Regions).
<b>Peel DC Totals</b>	14				1,035,000				
PDC	REG088	Rubbish Removal and water leak detection	Cheeditha Group Aboriginal Corp.	Assist with the removal of accumulated rubbish around the Cheeditha Community as a result of not having access to the City's waste disposal site and detection of a water leak.	20,000	Project completed and acquitted	4 December 2017	Variation to budget and extension of project	Unspent funding which Cheeditha requested to use to use earthmoving equipment on site to move clean fill to the open public area



	REG067	Wickham Skate Park Shade	City of Karratha	Contribute to shade and/ or lighting at the Wickham Community Hub outdoor Skate Park Area	35,000	Project completed and acquittal submitted. PDC finalising acquittal with Grantee - due to be completed by 31 October 2019.	21 January 2018	Extension of project	Delay in resolving Land Tenure issues with RTIO which delayed contractor commencement.
	REG094	Community Safety and Youth Services	City of Karratha	Contribute to the delivery of a number of community safety and youth programs	250,000	CoK acquittal due with PDC 20 September 2019.	18 January 2019 14 June 2019	Change of budget Extension	Consultation with another community group ended in a revised scope of works to better enhance community safety and youth services.  Works had been completed but money not fully paid due to issues with workmanship so CoK unable to acquit on time.
	REG163.1	Purchase of new quipment and uniforms	Hedland Little Athletics	Contribute to the purchase of equipment for the club	2,000	Project completed and acquittal submitted. PDC finalising acquittal with Grantee by 15 October 2019.	4 May 2018	Extension of project	There was a delay in purchasing the equipment due to concerns that the equipment being supplied was obsolete. This was addressed.
	REG163.5	Purchase of equipment and uniforms	Hedland Touch Association	Assist with the purchase of uniforms and/or equipment	2,000	Project completed and acquittal submitted. PDC finalising acquittal with Grantee	28 May 2018	Extension of project	Upon receipt of acquittal it was found that an invoice predated commencement date and was therefore unable to be included. Extension was granted to allow HTA to expend the funding.
	REG175	Tom Price Men's Shed	Establishment of the Tom Price Men's Shed	Assist in the establishment of a premises or purchase a shed for the operation of the Tom Price Men's Shed program	150,000	Project completed and acquittal submitted. PDC finalising acquittal with Grantee by 15 October 2019.	19 December 2017	Extension of project	Development Approval from the Shire didn't come through on time, Rio Tinto Utilities then intervened due to the proximity of an underground sewer line although this was rectified when it was discovered registered site plan was incorrect.
	REG163.21	Dampier Taverners Cricket Club	Purchase of equipment and uniforms	Assist with the purchase of uniforms and equipment	2,500	Project completed and acquitted	11 August 2018	Variation to budget	Grantee received another grant so requested to purchase uniforms along with the equipment with LPLJ funding.
	REG095	Salvation Army (WA) Trust Property Group	Karratha Women's Refuge - Equipment Upgrade and Landscaping	Assist in the upgrade of equipment, including the replacement of beds and mattresses at its Karratha Women's Refuge, four self-contained units. This includes the rejuvenation and upgrade of the gardens and outdoor area	20,000	Project completed and acquitted	11 August 2017 23 October 2017	Extension of project Change of budget	An unplanned reduction of staff members meant the Salvation Army couldn't meet it's original timeline.  There was unspent funding once the project was completed - Salvation Army used this to develop a herb and vegetable garden.
	REG122.4	Marble Bar Primary School	School resources and equipment	Purchase and upgrade literacy, science and maths resources for the school, including new playground and classroom equipment.	10,000	Project completed and acquitted	16 November 2017	Extension of project	Principal went on medical leave, Acting Principal postponed ordering until his return.
	REG083.4	Town of Port Hedland	Improved road signage and traffic calming devices	Installation and upgrade of speed humps, traffic calming devices and improved road signage.	50,000	Project completed and acquitted	9 May 2018 28 May 2018	Extension of project	Grantee was advised the ashpalting process had been changed from a one part process to a two part.  Grantee was under the impression that the drawing up of the RFQ for these works was sufficient to meet a milestone.
	REG069	Roebourne District High School	Boonderu Music Academy	Deliver instrumental music lessons, class lesson, instruments and their up-keep including purchase of instruments and wages for Aboriginal music teachers.	20,000	Project completed and acquitted	21 June 2018	Extension of project	Grantee advised that the generation of an acquittal revealed unspent funds so extension grant to allow them to expend this.
	<b>PDC Totals</b>	11			561,500				
SWDC	REG011	Australind Skatepark	Shire of Harvey	Facility upgrade	100,000	Complete and acquitted	6/04/2018	Extension to completion and acquittal date.	Weather impcated on sealing of the BMX track. (prior to DPC direction on variation approval for LPLP projects).
	REG048	Event and Marketing Officer and programs for the CBD	South West Business Association Inc	Program support	70,000	Complete and acquitted	15/06/2018	Variation to completion date.	Support from members necessary before activation of strategy was implemented. This was gained later than expected and variation to the completion date was requested and supported.
	REG049	Harvey Community and Sporting Facility - Accessible Toilets	Shire of Harvey	Facility upgrade	100,000	In progress	16/04/2019	Variation to completion date.	Approved extension to completion date 16/04/19. (prior to DPC direction on variation approval for LPLP projects).
	REG127	New toilet block for the Bunbury Speedway	Bunbury Car Club Inc	Facility upgrade	50,000	In progress	22/01/2018	Extension to completion date.	Change in staff member resulted in delays in the project. (prior to DPC direction on variation approval for LPLP projects).
	REG150	Ridley Place Redevelopment	Shire of Harvey	Facility upgrade	100,000	In progress	28/05/2019	Ministerial approval for change of purpose and completion date.	Variation to project purpose and timeline. Approved by Minister 28/5/19
	REG166	Support for Hudson Road Family Centre	Hudson Road Family Centre Inc	Facilities and equipment upgrades	10,000	Complete and acquitted	10/08/2018	Variation to completion date.	Variation to support alternate project purpose and deals with recruitment needing to extend the completion date.
	REG167	Support for Milligan House	Milligan Community Learning and Resource Centre Inc	Facilities and equipment upgrades	10,000	Complete and acquitted	15/06/2018	Variation to completion date.	Variation to completion date given the delay in being able to secure additional funding to complete the proejct.
	REG183	Upgrades to Kelly Park	City of Bunbury	Facility upgrade	90,000	Complete and acquitted	23/02/2018	Variation to completion and acquittal date	Delays with the procurement process and revised plans for the playground to increase accessibility. (prior to DPC direction on variation approval for LPLP projects).
	REG192	Facilities improvements for South West Rail and Heritage Centre	South West Rail Heritage Centre	Facility upgrade	20,000	Complete and acquitted	18/08/2018	Varitation to project item & completion date due to former.	Investigation into Solar Panels (approved project item) appeared to not deliver cost effectiveness for the group. Funding to be used for accessibility around precinct.
	REG198	Donnybrook Community Radio	Donnybrook Community Radio	Equipment upgrade	30,000	In progress	6/07/2018	Alternate use of underspend and variation to completion date.	Progressing well with project. Alternate use of unspent committed funds (due to volunteer labour on project). BN to Minister approved expenditure 6/07/18 (BN).
	REG200	Donnybrook District High School	Donnybrook District High School	Equipment upgrade	50,000	Complete and acquitted	6/09/2018	Variation for underspend on project.	Underspend to be used on the construction of a bus storage shed and concreting.
	REG203	Donnybrook Community resource centre	Donnybrook Community Resource Centre	Facility upgrade	20,000	Complete and acquitted	21/10/2018	Variation to project items.	The organisation had \$340.92 in unspent funds and requested to use the funds on purchasing chairs. These chairs will be used in the new pavilion, outdoors'.
	REG204	Collie PCYC - Pool Table and XBOX	Collie Police and Community Youth Centre (PCYC)	Equipment upgrade	5,000	Complete and acquitted	29/03/2018	Variation to project items.	Improvements to Collie PCYC due to available funds.
	REG206	Allanson Primary School - water pump	Allanson Primary School	Water Pump and reticulation equipment for school oval	30,000	In progress		Variation yet to be submitted to LM.	School has identified an underspend. School is working with Dept of Finance and SWDC to identify project items which will add value to project purpose. SWDC in process of compiling variation.
	REG210	Collie Italian Club - patio and seating	Collie Italian & Sporting Club Inc	Facility upgrade	20,000	Complete and acquitted	21/05/2018	Variation to completion date.	Variation to completion date given the installation of equipment. (prior to DPC direction on variation approval for LPLP projects).
	REG211	Collie Bowling Club	Collie Bowling Club	Facility upgrade	15,000	Complete and acquitted	2/07/2018	Variation to completion date	Variation to completion date given volunteer labour and accessing time delay with accessing equipment.
	REG212	Collie Riding Develops Abilities	Collie Riding for the Disabled Association Inc	Facility upgrade	20,000	Complete and acquitted	22/01/2018	Variation to completion date	The volunteer roles of Secretary and Treasurer had to be refilled, so time was taken to bring these new members up to speed on the project and then provide the acquittal. (prior to DPC direction on variation approval for LPLP projects).
	REG217	Wellington Dam - Mural	Shire of Collie	Facility upgrade	40,000	In progress	10/06/2019	Variation to completion date.	Delay with planning on the project. Shire of Collie have awarded the tender to design and construct the water stop. Awaiting detailed design from the contractor and bed and banks permits through the Department of Water. Therefore variation to completion date needed.

	REG216	Collie Marron Festival		Collie Festival	75,000	Planning	6/08/2019	Variation to project purpose.	Project purpose variation approval received from Minister 6/8/19. Draft GA with recipient for review.
	REG217A	Boyanup Progress Association	Boyanup Progress Association	Facility upgrade	10,000	Complete and acquitted	10/08/2018	Variation to completion date.	As the cottages are vested in the Shire of Capel the Association had to gain approval to commence works on the Cottage. (prior to DPC direction on variation approval for LPLP projects).
	REG218	Wilson Park Primary School - playground equipment or fencing for oval	Wilson Park Primary School	Facility upgrade	20,000	Complete and acquitted	20/03/2019	Variation to completion date.	Varitation to acquittal date given that volunteer labour was used to erect the equipment. (prior to DPC direction on variation approval for LPLP projects).
	REG219	Fairview Primary School	Fairview Primary School	Facility upgrade	20,000	In progress	10/05/2019	Project due for completion end of Term 3 - 27/09/19. Project running to schedule.	Costed project items came in underbudget, underspend were NOT considered an alternate use and fit within the existing approved purpose. Varitation to completion date.
	REG222	Burekup Hall - Upgrade	Shire of Dardanup	Facilities and equipment upgrades	15,000	Complete and acquitted	14/05/2018	Variation to completion date.	Project had to receive Shire Council approval under budget submission before project could proceed. This delayed the commencement of the project. (prior to DPC direction on variation approval for LPLP projects).
	REG224-2	Flooring for Undercover Area	River Valley Primary School	Facility upgrade	5,000	Complete and acquitted	14/05/2018	Variation to completion date.	Colour flooring chosen was not held 'in stock' and had to be ordered in. This resulted in a delay to the completion date.
	REG225	Community Garden at Eaton/Australind	Grow, Cook, Eat, Create Inc	Facility upgrade	5,000	Complete and acquitted	13/12/2018	Variation to completion date.	Setbacks and dealys which fell outside of the control of the organisation.
	SWDC Totals	25			930,000				
	Grand Totals	77			3,616,500				





Our ref: A6873819

Enquiries:

**Address**

Dear **Name**,

## **LOCAL PROJECTS LOCAL JOBS GRANT PROGRAM – LETTER OF AGREEMENT**

The purpose of this Letter of Agreement is to outline the conditions under which the Department of Regional Development (DRD) will release to the **Commission** Development Commission (Commission) **\$XX** (excluding GST) to fund Local Projects Local Jobs projects. The funding is provided through the Royalties for Regions program.

Further funding may be provided for additional projects subject to the approval of additional Electorate projects.

This letter outlines how the funds are to be disbursed by DRD to the Commission and by the Commissions to proponents. It also details the responsibility of the Commission for the administration of the funding contribution, including ensuring compliance with accountability and stewardship requirements.

### **Background**

The intent of the Local Projects Local Jobs Program is to assist many different local community organisations, including sporting groups, local governments, and not-for-profit service providers, to deliver upgrades to community facilities, road safety improvements and expansions of programs.

As advised by the Department of Premier and Cabinet, the Government has approved:

- Existing Royalties for Region funds of \$8.6 million in 2016/17 being used for all regional Local Projects Local Jobs grants; and
- Administration of the grants program and consistent acquittals process be overseen by the Parliamentary Secretary to the Premier in consultation with the Department of the Premier and Cabinet.

The Commission, on behalf of the Minister for Regional Development, will be responsible for Agreements between proponents and the State Government, and is the administrator of Local Projects Local Jobs in its region (see Attachment 1) as governed by the *Regional Development Commission Act 1993*.

### **Funding Amount**

The \$xxx (excluding GST) contribution to Local Projects Local Jobs will deliver a broad range of benefits through a variety of social services and infrastructure projects that are aligned with regional development outcomes. Wherever possible, the Commission, as administrator of the fund, is to acknowledge Local Projects Local Jobs and Royalties for Regions as the contributor to the project.

This Letter of Agreement also applies to any interest earned on the funding contribution. The Commission agrees to apply any interest to the same purpose as that of the Local Projects Local Jobs contribution.

### **Payment Arrangements**

The \$XX (excluding GST) contribution to the Local Projects Local Jobs will be paid in to the Commission's account established by the Department of Treasury and managed by the Commission for accounting purposes.

The Commission will be responsible for ensuring that the statement required by the *Financial Management Act 2006* for the account is consistent with the arrangements detailed in this Letter of Agreement.

The Commission agrees to manage the funding contribution with separate project codes/account to identify the Local Projects Local Jobs contribution and payments made from the contribution. The Commission is to ensure that payment made from the Local Projects Local Jobs contribution are in compliance with the *Royalties for Regions Act 2009* and any other applicable legislation.

The Commission will ensure that the Local Projects Local Jobs funding will be maintained separately to other forms of Commission funding to allow for separate reporting.

Prior to the transfer of funds to each project proponent, the Commissions must establish a Grant Agreement following the receipt of an invoice from the proponent.

Funds allocated to the Commission's account need to be paid to proponents in the 2016-17 financial year. By 16 June 2017, the Commission will need to report to DRD on the number and amount of disbursements made or expected to be made to grantees by 30 June 2017. A template will be provided to the Commission in due course.

Any unspent funds from the Local Projects Local Jobs grants must be returned to Treasury for repurposing into the Royalties for Regions Special Purpose Account.

The operation of the Local Projects Local Jobs account will form part of the Commission's financial statements to be audited annually and published in the Commission's annual report.

### **Accountability and Stewardship**

The DRD Grant Agreement will be used exclusively as the basis for the agreements, and project proponents will be subject to the terms and conditions stipulated in the funding agreements developed.

The Commission must provide a Final Report to DRD within three months of a written request from DRD. A Final Report template will be provided in due course.

The Commission agrees that DRD's administration of the Local Projects Local Jobs funding contribution ceases once payment of the \$XX (excluding GST) contribution has been made into the account. Following payment, the Commission agrees to assume full and unconditional responsibility for the administration of the Local Projects Local Jobs funding contribution in accordance with Attachment 1, including ensuring compliance with any accountability and stewardship requirements.

### **Project Governance**

Project Governance is established under the *Regional Development Commission Act 1993* for the monitoring and review of social and infrastructure projects and project expenditure by the Regional Development Commission Board. The Commission should use its discretion in the payment of the grant monies to the intended recipient. If any project payment represents an unacceptable risk to the intent of the program, the Commission should refer the project back to DRD for further consideration.

It is the responsibility of the Commission to ensure that the appropriate delegation has been received from their Board as established under the *Regional Development Commission Act 1993* to undertake the Local Jobs Local Jobs Program.

Nothing in this Letter of Agreement limits DRD's involvement with regards to the projects or the Local Projects Local Jobs program supported by Royalties for Regions.

For further enquiries please contact Mr Arron Minchin, Executive Director, Strategy and Evaluation, Department of Regional Development on telephone 08 6552 2098.

Yours sincerely

Ralph Addis  
Director General  
Department of Regional Development  
May 2017

The terms of this Letter of Agreement are agreed to on behalf of the Commission

Name

CEO  
XX Development Commission  
May 2017



Standing Committee on Financial Operations - Inquiry into the governments Local Projects Local Jobs  
program  
ATTACHMENT A4.2

Your ref: (delete if not applicable)  
Our ref: A6510867; R00106-17  
Enquiries: Name, ph

Type 1<sup>st</sup> line of address here  
Type 2<sup>nd</sup> line of address here  
Type 3<sup>rd</sup> line of address here  
Type 4<sup>th</sup> line of address here (delete if not applicable)  
Type 5<sup>th</sup> line of address here (delete if not applicable)

Dear [Type name here]

**LETTER OF AGREEMENT BETWEEN DEPARTMENT OF REGIONAL DEVELOPMENT  
AND KIMBERLEY DEVELOPMENT COMMISSION – LOCAL PROJECTS LOCAL JOBS  
GRANT PROGRAM**

**Approval for Variation to Letter of Agreement (LOA)**

The Department of Regional Development (DRD) agrees to the following amendments:

**Schedule [XXX] Item [XXX] – [Name of section]**

The above varies the LOA in accordance with its (i.e. this letter's) terms. Otherwise, the LOA applies in accordance with its terms (as they are varied above). Words and phrases used in this letter and defined in the LOA shall have the same meanings ascribed to them by the LOA.

To confirm your acceptance of the variation above, please attach the original of this letter to the Kimberley Development Commission's LOA. Please also sign the attached duplicate letter and return it to **<Insert requesting Officer's Name>, <Officer's Position> by <date>.**

Yours sincerely

**<Authorised Officer or DG>  
<Title>  
<Date>**

Your ref: (delete if not applicable)  
Our ref: A6510867; R00106-17  
Enquiries: Name, ph

Type 1<sup>st</sup> line of address here  
Type 2<sup>nd</sup> line of address here  
Type 3<sup>rd</sup> line of address here  
Type 4<sup>th</sup> line of address here (delete if not applicable)  
Type 5<sup>th</sup> line of address here (delete if not applicable)

Dear [Type name here]

**MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF REGIONAL DEVELOPMENT AND [RECIPIENT] – [INSERT PROJECT TITLE]**

**Approval for Variation to Letter of Agreement (LOA)**

The Department of Regional Development (DRD) agrees to the following amendments:

**Schedule [XXX] Item [XXX] – [Name of section]  
Add Amendments here**

The above varies the LOA in accordance with its (i.e. this letter's) terms. Otherwise, the LOA applies in accordance with its terms (as they are varied above). Words and phrases used in this letter and defined in the Agreement shall have the same meanings ascribed to them by the Agreement.

To confirm your acceptance of the variation above, please attach the original of this letter to [Recipient's] LOA. Please also sign the attached duplicate letter and return it to <Insert requesting Officer's Name>, <Officer's Position> by <date>.

Yours sincerely

<Authorised Officer or DG>  
<Title>  
<Date>

I acknowledge and accept the Contract Variation to the Letter of Agreement – Local Projects Local Jobs Grants Program

<Funding Recipient Authorised Officer Name (or CEO)>

<Authorised Officer Title (or CEO)>

<Agency/Organisation>

<Date>



**Insert Development Commission Logo**

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**LOCAL PROJECTS LOCAL JOBS GRANT AGREEMENT**

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**Project Name**

**XXXXXXXXX (Commission)**

**And**

**Proponent Name**



THIS GRANT AGREEMENT is made on \_\_\_\_\_

BETWEEN:

**XXXXXXX Commission**  
("Grantor")

and

**Proponent A.B.N. NN NNN NNN NNN**  
("Grantee")

## RECITALS

The Grantee has applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant from the Local Projects Local Jobs Program subject to the terms and conditions of this Agreement.

## THE PARTIES AGREE as follows:

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

**Agreement** means this agreement, including its recitals and any schedules or annexures (if any).

**Acquittal** occurs when the Grantor has advised the Grantee that the reports and financial information provided by the Grantee in accordance with clause 3.6 are satisfactory.

**Acquittal Date** means the date that Acquittal occurs.

**Acquittal Report** means that report referred to in Schedule 2.

**Application** means the original grant application.

**Approved Purpose** means the purpose or purposes set out in item 2 of Schedule 1.

**Auditor** means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practicing Accountants or the Institute of Public Accountants and who is independent from the Grantee.

**Auditor General** means the Auditor General for the State of Western Australia.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia.

**Commencement Date** means that date for commencement of the Project specified in item 5 of Schedule 1.

**Completion Date** means that date for completion of the Project as specified in item 5 of Schedule 1.

**Event of Default** means an event of default described in clause 9.1.

**Grant Funds** means the amount or amounts specified in item 3 of Schedule 1.

**Insolvency Event** means the happening of any of these events:

- (a) an application is made to a court for an order that a Party be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within 7 days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
- (e) it proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution;
- (f) it is insolvent as disclosed in its accounts or otherwise states that it is insolvent or it is presumed to be insolvent under an applicable law;
- (g) it is taken to have failed to comply with a statutory demand;
- (h) a writ of execution is levied against it or its property; or
- (i) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

**Party** means each of the Grantor or the Grantee as the context requires and

**Parties** means both of them.

**Project** means the initiative or activities to be undertaken with the Grant Funds specified in Schedule 1.

**Region** means the **XXXXX** region, as defined in the Regional Development Commissions Act 1993.

**Special Conditions** means any conditions specified in item 7 of Schedule 1.

## 1.2 Interpretation

- (a) In this Agreement, unless the context otherwise requires the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;
- (d) a reference to a person includes a public body, a company and an incorporated or unincorporated association or body of persons and also includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (e) if the Grantee consists of a partnership or joint venture, then:
  - (i) an obligation imposed on the Grantee under this Agreement binds each person who comprises the Grantee jointly and severally;
  - (ii) each person who comprises the Grantee is deemed to agree to do all things necessary to enable the obligations imposed on the Grantee under this Agreement to be undertaken;
  - (iii) the act of one person who comprises the Grantee binds the other persons who comprise the Grantee; and
  - (iv) an Event of Default by one person who comprises the Grantee constitutes an Event of Default by the Grantee;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Grantor or the Grantee;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;
- (i) headings are included for convenience and do not affect the interpretation of this Agreement;

- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) no rule of interpretation is to be applied to disadvantage the Grantor or the Grantee on the basis that it was responsible for preparing this Agreement;
- (l) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (m) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
- (n) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (o) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (p) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (q) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (r) a reference to a monetary amount means that amount in Australian currency.

## **2. PAYMENT OF GRANT FUNDS**

- (a) Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee the Grant Funds in accordance with the payment schedule specified in item 8 of Schedule 1.
- (b) Upon signing of the Grant Agreement by both parties the Grantor may issue the Grantee with a purchase order number for the Grant Funds plus GST where appropriate. All tax invoices must specify the purchase order number (if provided) and the Grantee must submit a tax invoice in order to be processed for payment.
- (c) The Grantee will notify the Grantor of the identifying details of a bank account into which Grant Funds can be deposited, including without limitation its name, styling and number and the name and BSB number of the branch at which the bank account is held.



- (d) The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this agreement, and that the bank account requires two signatories for any withdrawal related transactions.

### **3 OBLIGATIONS OF GRANTEE**

#### **3.1 Use of Grant Payment**

- (a) The Grantee will use the Grant Funds solely for the Approved Purpose in accordance with the Application and Approved Budget and expend such funds by the Completion Date.
- (b) The Grantee will carry out all their responsibilities for the project and fulfil its Obligations to a high standard in a competent, diligent, satisfactory and professional manner. In carrying out the Project, the Grantee must comply with and meet all requirements as outlined in Schedule 1 including completing the Project by the Date for Completion.
- (c) Any interest earned on the Grant Funds must be used for the purposes of the Project, or returned to the Grantor.
- (d) Payment of Grant Funds to the Grantee shall be subject to:
  - (i) the financial and in-kind contributions being provided, as specified in item 3 of Schedule 1;
  - (ii) reporting requirements under Schedule 1 having been met;
  - (iii) the reporting requirements under Schedule 2 having been met;
  - (iv) any Special Conditions having been met; and
  - (v) the Grantee not being, in the opinion of the Grantor, in breach of any of the term and conditions.
- (e) Where the Grantee purchases equipment with Grant Funds, it must not be disposed of within three (3) years of the Completion Date without the written consent of the Grantor.

#### **3.2 No Changes**

The Grantee must not make any changes to the Project or any agreed budget (including the Project Budget) without the prior written consent of the Grantor, which consent may be withheld in the Grantor's absolute discretion.

#### **3.3 No Endorsement**

The Grantee agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Grantee.

### **3.4 Acknowledgement of Grantor**

- (a) The Grantee will provide the Grantor and funding source (State Government of Western Australia) with public recognition on all literature and promotional material for the Project, in the format approved of by the Grantor.
- (b) Use of the Grantor and WA State Government Badge must be authorised by the Grantor, and used in the manner specified in item 11 of Schedule 1.
- (c) The Grantee will liaise with the Grantor in advance of any promotional event relating to the grant-aided project (e.g. official opening or similar) to ensure adequate time for appropriate representation to be arranged. Similarly any request for a representative of the Grantor to formally participate in the event must be approved by the Grantor in a timely manner prior to the event.

### **3.5 Request for Information**

- (a) The Grantee is to provide the Grantor with any documents or information relating to this Agreement or the Project within ten (10) Business Days of receiving a request from the Grantor.
- (b) The Grantee is to provide the progress reports, evaluation reports, financial statements and records specified in the schedules at the dates specified in the Schedules or as otherwise reasonably required by the Grantor.
- (c) This clause 3.5 survives the termination of this Agreement.

### **3.6 Accounts and Reporting**

- (a) Projects extending beyond twelve (12) months are required to provide a current status report on the project twelve (12) months after Grant Funds have been fully paid to the Grantee in a format reasonably acceptable to the Grantor
- (b) The Grantee is to keep proper financial records in accordance with generally accepted accounting principles and practices and otherwise to the complete satisfaction of the Grantor.
- (c) For Grant Funds (excluding GST) over \$50,000, within twelve (12) weeks of the Completion Date the Grantee must provide a financial statement of income and expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and certified by an Auditor and include details of how the Grant Funds were expended. Audit must be completed to Australian Auditing Standards
- (d) For Grant Funds (excluding GST) of \$50,000 and less:

- (i) within twenty (20) Business Days of the Completion Date, the Grantee must provide a financial statement of income and expenditure for the Project, signed by the Chief Executive Officer of the Grantee or equivalent and include details and evidence of how the Grant Funds were expended.
- (ii) The Grantor reserves the right to request an audited financial statement for the Project to be certified by an Auditor appointed by the Grantor as defined in Clause 1, costs to be borne by the Grantee
- (e) The Grantee acknowledges that submitting of the Acquittal Report, referred to in Schedule 2 does not mean “acceptance” by the Grantor of the said Acquittal Report. The Grantor reserves its right to evaluate the Acquittal Report to determine that it is satisfied with the contents reported therein.
- (f) This clause 3.6 survives the termination of this Agreement.

### **3.7 Special Conditions of Grant**

The Grantee agrees to comply with the Special Conditions.

### **3.8 General Undertaking of Grantee**

The Grantee must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) cooperate fully with the Grantor in the administration of this Agreement; and
- (d) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Grantee's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Grantee with this Agreement.
- (e) comply with all requests made by the Grantor in connection with this Agreement.

### **3.9 Negation of Employment, Partnership and Agency**

- (a) The Grantee must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or

the Grantor or as otherwise able to bind or represent the State or Grantor.

- (b) The Grantee will not by virtue of this Agreement be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Grantor, or have any power or authority to bind or represent the State or Grantor.

#### **4. REPAYMENT AND RETENTION OF GRANT FUNDS**

The Grantee must repay to the Grantor within forty (40) Business Days any Grant Funds that the Grantor has paid which are not used in accordance with this Agreement or that remain unspent at the Completion Date unless there has been prior written agreement between the parties stating otherwise.

#### **5. LIMITATION OF LIABILITY**

- (a) The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose or the Project and is not liable for any losses which may be suffered by the Grantee in undertaking the Approved Purpose or the Project.
- (b) If the Funding (and any interest which accrues on the Funding) is insufficient for the Recipient to properly fulfil all of its Obligations, then the Recipient must still fulfil its Obligations at its own cost.

#### **6. INSURANCE AND INDEMNITY**

- (a) The Grantee shall take out and maintain throughout the term of the Agreement adequate insurance to provide cover for the Project undertaken by the Grantee, including Public Liability and Workers' Compensation insurances.

If requested by the Grantor, the Grantee must provide any of the following:

- (i) a written statement of the applicable insurance cover held by the Grantee; or
- (ii) a copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.

The Grantor reserves the right to have any insurable risk assessed and to obtain expert advice in relation to adequacy of the Grantee's insurance cover by an insurance advisor of the Grantor's choice. The Grantee must provide any information requested by the Grantor's insurance advisor for the purpose of the assessment and must comply with any recommendation and advice received by the Grantor in respect to the assessment.

- (b) The Grantee shall at all times indemnify, hold harmless and defend the State, the Grantor, its Ministers, officers, employees and agents from and against any loss, including legal costs and expenses or liability incurred against the State, the Grantor, its Minister, officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person or body against the State, the Grantor, its Minister, officers, employees and agents arising from or in connection with:
- (i) any breach by the Grantee of an obligation under this Agreement;
  - (ii) any act or omission of the Grantee or its employees, officers or agents in connection with this Agreement or a matter contemplated by it;
  - (iii) any breach of a State or Commonwealth law relevant to the Agreement by the Grantee or its employees, officers or agents; or
  - (iv) the Project.
- (c) The indemnity in this clause 6 survives expiration or termination of this Agreement.

## **7. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006**

- (a) The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the recipient Grantee(s). This could result in requests for more detail to be released publicly.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Grantee must allow the Auditor General, or an authorised representative, to have access to and examine the Grantee's records and information concerning this Agreement.

## **8. NOTICES**

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:

- (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 10 of Schedule 1; or
  - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 10 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the third Business Day after posting; and
  - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

## **9. DEFAULT AND TERMINATION**

### **9.1 Event of Default by the Grantee**

An Event of Default occurs if:

- (a) an Insolvency Event occurs in respect of the Grantee or a person is appointed under legislation to investigate or manage any part of the affairs of the Grantee;
- (b) the Grantee ceases to carry on business in Western Australia;
- (c) the Grantee breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Grantee by the Grantor;
- (d) the Grantee fails to submit an Acquittal Report by the Acquittal Reporting Date; or
- (e) the Grantor is of the opinion that the Grantee is unwilling or unable to comply with its obligations under this Agreement.

### **9.2 Effect of Event of Default**

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) Business Days notice in writing to the Grantee of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) request that the Grantee reimburse the Grantor within forty (40) Business Days for any Grant Funds that were not used exclusively for the Project in accordance with the Application and Approved Budget;

### **9.3 Recommencement of Grant Funds Payment**

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Grantee has rectified the Event of Default.



#### **9.4 Acquittal**

- (a) Unless earlier terminated, this Agreement will terminate upon submission and acceptance of the Acquittal Report.
- (b) Should the Grantee be unable to properly use the Grant Funds in accordance with this Agreement, the Grantee will advise the Grantor as immediately as it becomes aware of this and the Grantor may require that any unused portion of Grant Funds be returned within forty (40) Business Days.

#### **10. GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of this Agreement:
  - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
  - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
  - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be exclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Grantee under this Agreement is conditional upon the prior issue by the Grantee to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the Parties agree that the Grantor will issue the Grantee with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
  - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the Project and the Grantee will not issue tax invoice in respect of that supply;
  - (ii) The Grantee warrants that it is registered for the purposes of GST and the Grantee will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
  - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Grantee in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
  - (iv) the Grantor will indemnify and keep indemnified the Grantee for GST and any related penalty that may arise from an

understatement of the GST payable on the supply of the Project for which the Grantor issues a RCTI under this Agreement.

#### **11. WAIVER**

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other Party, will not be construed as a waiver of any rights.

#### **12. NO ONGOING COMMITMENT**

- (a) The Grantor makes no commitment to funding the Project except to the extent specified in this Agreement.
- (b) The Grantee acknowledges that it will be responsible for any ongoing costs as a result of the Project and that the Grantor will not be obliged to provide additional funds.

#### **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

#### **14. ASSIGNMENT**

- (a) This Agreement is personal to the Grantee and may not be assigned by the Grantee without the Grantor's consent, which may be withheld at the Grantor's discretion. The Grantor may assign its rights and obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 14, the Grantee shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Grantor, to transfer, directly or indirectly, the management or control of the Grantee.

#### **15. VARIATION**

Any modification, amendment or other variation to this Agreement must be made in writing and agreed to by both Parties. This includes, but is by no means limited to, variations to timelines, milestones, significant changes to the Approved Budget and funding partners and all aspects of the Project as detailed in this Agreement.

## **16. RIGHTS AND REMEDIES**

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

## **17. COSTS**

The Grantor and the Grantee must pay their own legal and other costs in connection with the preparation and signing of the Agreement.

## **18. FURTHER ASSURANCES**

The Grantor and the Grantee must do everything reasonably necessary, including signing further documents, to give full effect to the Agreement.

## **19. LOCAL PRODUCTS AND SERVICES**

The Grantee agrees to use products and services from the Region for the Project wherever reasonably practicable using an open and competitive process to the satisfaction of the Grantor.

## **20. INTELLECTUAL PROPERTY**

All Intellectual Property shall be the property of the Grantee. Unless otherwise specified in the Grant Agreement schedule and subject to any confidentiality considerations, the Grantee must grant the Grantor a non-exclusive, unrestricted, royalty-free and perpetual licence to use, copy, distribute, reproduce and publish any reports (and/or variations of the reports) and any such reports in respect of the Project which are produced after the Completion Date, in any medium, throughout the world.

## **21. GOVERNING LAW**

This Agreement is governed by the laws of the State of Western Australia. The Grantor and the Grantee irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

## **22. ACCESS TO LAND**

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by the Grantee, the Grantee must obtain and have in place from the Commencement Date until receipt of the Notification by the Grantee the written consent of the person owning or leasing that land to undertake the Project on that land.

## **23. AGREEMENT BETWEEN THE RECIPIENT AND A THIRD PARTY**

If the Grantee enters into an agreement with any other party relating in any way to either or both of this Agreement and the Funding (Third Party

Agreement), including a Third Party Agreement with a party to deliver or fulfil any of the Grantee's Obligations or to provide services to the Grantee to assist or enable it to fulfil its Obligations, the Grantee must ensure that the other party:

- (a) has obligations in the Third Party Agreement which, if properly fulfilled, will ensure that the Grantee properly fulfils its corresponding Obligations and to the extent necessary to ensure that the other party has these obligations, the Recipient must ensure that the Third Party Agreement mirrors the terms of this Agreement; and
- (b) agrees to the Grantee providing the Grantor with any documents that the other party provides to the Grantee and to the Grantor attending any meetings it has with the Grantee if the Grantor wishes to obtain copies of such documents or attend such meetings.

**Executed by the Parties hereto:**

**For and on behalf of the Grantor:**

Signed by XXXXX )  
Chief Executive Officer )  
Acting with the express authority of the ) \_\_\_\_\_  
XXXXXX Development Commission )

**Dated:** \_\_\_\_\_

**For and on behalf of the Grantee:**

Signed by NAME )  
POSITION )  
Acting with the express authority of the ) \_\_\_\_\_  
ORGANISATION )

**Dated:** \_\_\_\_\_

# SCHEDULE 1

## PROJECT MANAGEMENT

1. **Project Title:**    **Name of Project**

2. **Approved Purpose of Grant**

**Project Description**

(Describe the Project or Projects being undertaken. Be as detailed as is sensible given the amount of Funding involved.)

3. **Grant Funds**

Grant Funds will be expended on the following items:

Item of project expenditure	expenditure (excluding GST) \$
Item1	\$x
Item2	\$x
Item3	\$x
<b>Total expenditure of grant funds:</b>	<b>\$x</b>

4. **Project Outcomes**

Provide an estimate (in percentage terms) on how much of the funding will be directed to specified outcomes of the project. The outcomes the Project are as follows:

Outcome	Grantee estimated % of grants expenditure
Jobs created (How much funding will be directed to jobs e.g. casual, temporary, permanent)	
Local service provision (How much funding will be directed to services created e.g. hospitality, health, support services)	
Local infrastructure provision (How much funding will be directed to infrastructure e.g. equipment, bike tracks, shelters, gardens, tools)	
Other (e.g. volunteering)	
<b>TOTAL</b>	<b>100%</b>

## 5. Agreement Term

After this Agreement has been executed by both Parties, the State will authorise the payment of the Grant to the Grantee in the manner described below.

**Agreement signed:** DD Month YYYY  
**Commencement Date:** DD Month YYYY  
**Completion Date:** DD Month YYYY  
**Acquittal Date:** DD Month YYYY (12 weeks from Completion Date)

The project is to commence on the Commencement Date and Grant Funds are to be expended by Completion Date subject to Clause 9 of the Agreement, noting any extension must be sought in writing and approved by the Grantor. Acquittal documents detailed in Schedule 2 are to be submitted by the Acquittal Reporting Date specified above.

## 6. Grant Amount and Other Contributions

**Delete if not applicable.**

The Grantor agrees, subject to compliance with the terms of this Agreement by the Grantee, to provide Grant Funds of \$x plus GST (if the Grantee is registered for GST). The Grantee may secure funding from other sources, as outlined below.

Amount	Type	Source/Purpose
\$X	Cash	X
\$X	Cash	X

## 7. Special Conditions of Grant

**Delete what is not applicable**

- (a) Where the Grantee purchases, constructs or renovates real estate (including building, land and associated infrastructure) with Grant Funds, the real estate must not be disposed of within ten (10) years of the Completion Date without the written consent of the Grantor.
- (b) If subsequent to the signing of this Agreement the Grantee becomes entitled to receive a rebate for headworks for which this grant has been approved and paid, the Grantee agrees to refund to the Grantor the amount of the rebate or the amount of financial assistance provided under the Local Projects, Local Jobs Program, whichever is the lesser.
- (c) In the event that Grant monies have not been paid prior to the Grantee becoming eligible to receive a rebate, the Grantee agrees that the approved Local Projects, Local Jobs Program grant will be reduced by the amount of the rebate received by the Grantee



## 8. Project Milestones, Reporting Requirements and Payment Schedules

Mile stone No.	Due Date	Outcome / Achievement / Reporting	Grant Funds allocated	GST
1	DD Month YYYY	Detail	\$ x	Ex
2	DD Month YYYY	Detail	\$x	Ex
3	DD Month YYYY	Detail	\$x	Ex
4	DD Month YYYY	Detail	\$x	Ex
		Funds Payable	\$x	Ex
		Plus GST	\$x	
		TOTAL PAYABLE	\$x	Inc

Subject to the Grantor being satisfied with the above milestone reporting requirements and subsequent receipt of a tax invoice stating the purchase order number (where provided), payment of the Grant Funds (plus GST if the Grantee is registered for GST) will be made in the amounts detailed above within twenty (20) business days.

## 9. Variations to Milestone Dates

The Grantor will consider requests for variations to the milestone dates but must receive such requests before 5 business days of the due date.

## 10. Notice Addresses

(a) Grantor XXXXXX Development Commission

Address: XXXXXX  
XXXXXXXX WA XXXX

Phone: XXXXX  
Email: XXXXXXXX

(b) Grantee Name

Address: Address  
TOWN WA XXXX

Phone: 08 xxxx xxxx

Email: x

## **11. Acknowledgement of Grantor**

Access and permission to use the logos of the Grantor and the WA State Government Badge must be obtained by contacting the Communications Officer of the Grantor. The Grantor must approve the use of the logo prior to printing or publication.

## **SCHEDULE 2**

### **REPORTING REQUIREMENTS**

The Grantee will submit an Acquittal Report by the Acquittal Reporting Date. The Acquittal Report will include sections describing and evaluating Project aims and objectives and detailing and confirming budget and financial expenditure on the Project as detailed in this Agreement and the Application.

Please refer to the Guideline Acquittal and Audit of Grants, which can be supplied by the Grantor, for further details on Audit requirements.

#### **1. Project Aims and Objectives**

Information required will include:

- The effectiveness of the project against the approved purpose of the grant and outcomes as identified in Schedule 1.
- Evidence of acknowledgement including copies of promotion and publications and media items relating to the project.
- Any reports or research documents as a result of the project.
- Photos which detail the progress and change of a project.
- Other documentation to evidence the project.
- Evidence of compliance with any special conditions placed on the grant.

#### **2. Financial Obligations**

As part of the acquittal process, the Grantee will be required to provide the following:

- Statement of Income and Expenditure relating to the entire project signed by the Chief Executive Officer or equivalent.
- Clearly detail that Grant Funds were expended in accordance with the expenditure proposed in the funding application.
- Comparison of proposed financials detailed in the application to actual financials, detailing any major variations.
- Confirmation of all in-kind contributions made to the project and how the contributions have been calculated signed by the Chief Executive Officer or equivalent.

#### **3. Audit Requirements**

As per Clause 3.6 of the Agreement, where the Grant Funds are valued at over \$50,000 (exclusive of GST) an audited financial statement for the project must be included with the Acquittal Report.

#### **4. Other Reporting Requirements**

Report on Special Conditions detailed in Schedule 1 Item 7.



## XXXX DEVELOPMENT COMMISSION

### LOCAL PROJECTS LOCAL JOBS FINAL ACQUITTAL REPORT

(Hereunder the LPLJ)

#### 1. SUMMARY INFORMATION

Organisation Details	<i>Name of Organisation:</i>
	<i>Postal Address:</i>
	<i>Telephone:</i>
	<i>Fax:</i>
	<i>Email:</i>
	<i>Contact Person:</i>
	<i>Position:</i>
<i>Acquittal Completion Date:</i>	
General Project Information	<i>Project Title:</i>
	<i>Description (as provided in Schedule 1.2 of Grant Agreement):</i>

Total Project Cost (LPLJ funds + any other funds) (Excluding GST)	Approved LPLJ Program Funding (Excluding GST)	Actual Project Commencement Date	Actual Project Completion Date
\$	\$		

Forward completed and signed forms to:  XXXXXX Development Commission ADDRESS Ph: XXX Fax: XX Email:	Important Note: This report and attachments will be assessed by the XXXX Development Commission.
--	--

**PLEASE NOTE THAT INFORMATION PERTAINING TO THIS GRANT, INCLUDING THE GRANT RECIPIENT, AMOUNT OF GRANT AND THE PURPOSE FOR WHICH THE GRANT HAS BEEN GIVEN MAY BE ACCESSED BY THE PUBLIC OR TABLED IN PARLIAMENT.**

## 2. PROJECT OUTCOMES

<p><i>Has the project met the <u>Approved Purpose of the Grant</u> (Schedule 1.2) and the <u>Project Outcomes</u> (Schedule 1.4) stated in the Grant Agreement? Explain in detail below.</i></p>	
<p>Has the project met the Approved Purpose of the Grant? (Circle for yes)</p>	Y / N
<p>Please detail any variations from the Approved Purpose and explain why these variations occurred:</p>	
<p>What was the most positive aspect of the project for your organisation?</p>	
<p><b>Jobs created</b></p>	
<p>Original estimate % of grant expenditure (<i>Schedule - 1.4 start of project estimates</i>):</p>	
<p>Actual % of grant expenditure (<i>current estimates</i>):</p>	
<p>Details – Approximately how many jobs were created by the project? If possible please indicate the type of jobs created. <i>E.g. position, trade, and whether fulltime, casual, part time, contract etc.</i></p>	
<p><b>Local service provision</b></p>	
<p>Original estimate % of grant expenditure (<i>Schedule 1.4 - start of project estimates</i>):</p>	
<p>Actual % of grant expenditure (<i>current estimates</i>):</p>	

Details – How did the project make a difference to local service delivery? <i>E.g. hospitality, health, support services</i>
<b>Local infrastructure provision</b>
Original estimate % of grant expenditure ( <i>Schedule 1.4 - start of project estimates</i> ):  Actual % of grant expenditure ( <i>current estimates</i> ):
Details - How did the project make a difference to local infrastructure? <i>E.g. equipment, bike tracks, shelters, gardens, tools</i>
<b>Other (e.g. volunteering)</b>
Original estimate % of grant expenditure ( <i>Schedule 1.4 - start of project estimates</i> ):  Actual % of grant expenditure ( <i>current estimates</i> ):
Details – Please describe any other impacts created by the project <i>Eg. Volunteering</i>
<b>Detail any additional aims and objectives that emerged during the project's development:</b> ( <i>Optional</i> )

*\*If additional space is required please attach a list.*

### 3. ACKNOWLEDGEMENT OF FUNDING

As stated in Clause 3.4 of the Grant Agreement, it is a requirement of the LPLJ Program that the State Government is adequately acknowledged by funding recipients on all literature and promotional material for the Project, in the format approved of by the State Government.

If applicable:

- a) Please indicate how you have acknowledged State Government support (for example in any promotional material related to the project).
  
  
  
  
  
  
  
  
  
  
- b) For infrastructure projects, if any signage has been installed at the project site acknowledging State Government support, if applicable please provide a photo.

*Please include any attachments which indicate the following:*

- *Evidence of acknowledgement and use of logos in promotional material, publications, media etc;*
- *Photographic evidence of permanent signage adequately installed at the project site acknowledging the State Government support.*
- *Any reports, research or documents that have resulted from the project;*
- *Photos which detail the progress of the project or any changes to the project; and*
- *Any other information which may be relevant.*

#### 4. FINANCIAL OBLIGATIONS

The *Financial Management Act 2006* requires evidence showing grant funds were expended in accordance with the approved grant agreement made with the **XXX Development Commission**.

Please ensure that all requirements for financial obligations detailed in the grant agreement have been complied with and supplied.

**As this project received more than \$50,000 in State Government funding you must provide:**

1. An Income and Expenditure Statement (as per the template provided by the **XXX Development Commission**), signed by the CEO, Chairperson or authorised officer and certified by an Auditor. Audits must be completed to Australian Auditing Standards.
2. A signed auditor's report certified by an authorised auditor as defined in Clause 1 of the Grant Agreement.

*Please refer to additional information in the Checklist on page 8.*

#### 5. DECLARATION

I \_\_\_\_\_ of \_\_\_\_\_



do hereby declare that the information provided in this report is a true and correct record of the acquittal of funds received through the LPLJ Program for the project as described.

Signed by ..... this ..... Day of ..... 20.....  
(CEO or equivalent)

**LOCAL PROJECTS LOCAL JOBS**  
**STATEMENT OF INCOME AND EXPENDITURE**  
(for total project income and expenditure, not just LPLJ grant)

[RDCs to replace template with own if preferred]

Project Title:

Is the organisation registered for GST?

☐ **Yes**

☐ **No**

INCOME - CASH	ACTUAL Funds received \$ GST Exclusive	\$ GST Inclusive
<u>LPLJ</u> Grant Funding		
<u>Your</u> Own Organisation's Cash Contribution (if applicable)		
<u>Other</u> Funding (if applicable, please list below. Add more rows as required)		
<b>INCOME TOTALS</b>		

EXPENDITURE - CASH (refer to Schedule 1.3 of Grant Agreement)	ACTUAL Expenditure \$ GST Exclusive	\$ GST Inclusive
Detail project items funded through <u>LPJL</u> (please list expenditure items below, add more rows as required)		
If applicable detail project items funded through <u>your</u> own organisations cash contribution (add more rows as required)		

If applicable detail project items funded through <u>other</u> cash contributions (add more rows as required)		
<b>EXPENDITURE TOTALS</b>		

# CHECKLIST

As part of the State Government's accountability and performance process, the Commission is required to undertake a full evaluation of how the grants provided from Royalties for Regions were utilised and what benefits were accrued from the project through the provision of those funds.

The intention of the acquittal is to compare the actual outcomes (e.g. economic, social, financial, environmental) to the original proposal. This includes project outcomes and benefits, and financial aspects such as the total project cost, other partners, various incomes, how the money was spent compared to the proposal. An independent audit report is required to ensure that government funds have been appropriately expended and that all conditions of the grant have been met.

**Please make sure the following items have been addressed, completed or provided, otherwise the acquittal will either be returned or you will be requested to provide the additional information.**

Have you:

- ☐ Completed the acquittal document and had it signed by the appropriate person?
- ☐ Completed and attached an audited Statement of Income and Expenditure for the project?
- ☐ Attached a signed auditor's report?
- ☐ Attached copies of media or signage promoting the project showing appropriate acknowledgement of the support received through LPLJ funding and the **XXXXX Development Commission**?
- ☐ Attached copies of any reports, commissioned research outcomes, feasibility studies, etc that have resulted from the project?

Should you be unsure or require a copy of the grant agreement please contact the **XXXXXX** Development Commission who will assist you.

**XXXX Development Commission**

**ADDRESS**

**Ph: XXXXX Fax: XXXXX**

**Email: XXXXXXXX**



Government of **Western Australia**  
**Mid West Development Commission**




# CONFLICT OF INTEREST (STAFF) POLICY



Making the Mid West a preferred region in which to live, work, study and invest

This document has been endorsed and approved for use by:



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Gavin Treasure  
Chief Executive Officer

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**Policy:** Conflict of Interest (Staff) Policy

**Author:** Corporate Services

**Last Updated:** February 2016

**Next Review:** February 2020

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## BACKGROUND

This Policy has been based on the Conflict of Interest Guideline *Identifying and Managing Conflicts of Interest in the Western Australia Public Sector* that has been developed by the Integrity Coordinating Group.

Conflicts of interest need to be considered within an ethical framework that requires public officers to act with integrity, impartiality, in good faith, and in the best interests of the organisation they serve. In addition to the above mentioned guidelines and the Mid West Development Commission's Code of Conduct that form the basis of this framework, the key legislation applicable to conflicts of interest includes:

- Public Sector Management Act 1994;
- Western Australian Public Sector Code of Ethics;
- Financial Administration and Audit Act 1985 (FAAA);
- State Supply Commission Act 1991;
- Local Government Act 1995 and associated regulations; and
- Members of Parliament (Financial Interests) Act 1992.

Additional sources of information relating to identifying and managing conflicts of interest are:

- Office of the Public Sector Standards Commissioner (OPSSC) Conduct Guide;
- Western Australian Public Sector Code of Ethics; and
- OPSSC website at [www.opssc.wa.gov.au](http://www.opssc.wa.gov.au).

The Organisation for Economic Co-operation and Development (OECD)<sup>1</sup> also promotes four core principles for organisations to deal with conflict of interest situations, to promote integrity, and for maintaining public confidence:

- Serving the public interest;
- Supporting transparency and scrutiny;
- Promoting individual responsibility and personal example; and
- Engendering an organisational culture which is intolerant of conflicts of interest.

## POLICY

Public officers have a responsibility to always serve the public interest in performing their duties. Personal interests, whether these are financial, or relate to family, friends or associates, should not influence public duty.

Identifying a conflict of interest is an individual responsibility. Where an officer has identified a conflict of interest or a potential conflict of interest, the officer must immediately declare it to their supervisor or manager in writing.

Managers and the Chief Executive Officer (CEO) must actively manage or resolve any real or perceived conflicts of interest of which they become aware.

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<sup>1</sup>OECD (2003) Recommendation of the Council on guidelines for managing conflict of interest in the public service (available at <http://www.oecd.org/governance/ethics/2957360.pdf>)



## GUIDELINES

A conflict of interest is a situation arising from conflict between the performance of public duty and private or personal interests. Conflicts of interest may be actual, or be perceived to exist, or potentially exist at some time in the future. Perception of a conflict of interest is important to consider because public confidence in the integrity of an organisation is vital.

A potential conflict of interest occurs where a person has an interest in a matter under consideration by the Commission and/or its Board of Management. An actual conflict arises where the person fails to disclose a potential conflict of interest, and participates in deliberations on the matter, as if the conflict did not exist.

It is not always possible to avoid a conflict of interest, particularly in small communities, or some specialist industries. A conflict of interest in itself is not necessarily wrong, or unethical. However, depending on the circumstance, a failure to declare a potential or actual conflict of interest can be considered a disciplinary matter. Declaring a potential or actual conflict of interest is also an important step in identifying and managing the situation.

Almost all functions performed in the public sector can potentially lead to conflict of interest situations. Some common risk areas include:

- managing procurement processes, tenders and contracts;
- sponsorship from the private sector;
- allocation of grants for community-based services;
- dual roles as a public officer;
- Boards and Committees with representative members;
- gifts, benefits and hospitality;
- recruitment, selection and appointment; and
- secondary employment.

All staff involved in procurement, managing contracts and development-related decisions are to submit a Declaration – Conflict of Interest Form.

## PROCEDURES

### Identifying if a conflict of interest exists

Although CEO's and senior managers have a particularly important role in ensuring conflict of interest situations are managed appropriately within an organisation, identifying a conflict of interest is an individual responsibility.

Conflicts of interest may be actual, or be perceived to exist, or potentially exist at some time in the future. There is no one 'right' way to identify every situation, however a good starting point is to consider the following six Ps:

- Public duty versus private interests - do I have personal or private interests that may conflict, or be perceived to conflict with my public duty?
- Potentialities - could there be benefits for me now, or in the future, that could cast doubt on my objectivity?
- Perception - remember, perception is important. How will my involvement in the decision/action be viewed by others? Are there risks associated for me/my organisation?

- Proportionality - does my involvement in the decision appear fair and reasonable in all the circumstances?
- Presence of mind - what are the consequences if I ignore a conflict of interest? What if my involvement was questioned publicly?
- Promises - have I made any promises or commitments in relation to the matter? Do I stand to gain or lose from the proposed action/decision?

If you become aware of a conflict of interest or a potential conflict of interest, you must immediately declare it to your supervisor or manager in writing, completing the Declaration – Conflict of Interest Form (Attachment 1).

If you have any doubts about a possible conflict of interest, consult your manager. The Commission's decision must be transparent and communicated to all parties.

### **Managing conflict of interests**

There is likely to be more than one way to effectively manage conflicts of interest. The choice of strategies will be dependent on the operating environment, legislative requirements and practical solutions. Often a combination of strategies will be required. Once you have completed and submitted the Declaration – Conflict of Interest Form, your manager and the CEO will determine whether there is an actual or perceived conflict of interest. If there is found to be a conflict of interest it is expected that you will work with your manager to manage the situation.

In the majority of cases the following options can be used by officers and supervisors to manage conflicts of interest:

- Record/Register - recording the disclosure of a conflict of interest in a register is an important first step, however this does not necessarily resolve the conflict. It may be necessary to assess the situation and determine whether one or more strategies is also required;
- Restrict - it may be appropriate to restrict your involvement in the matter, for example, refrain from taking part in debate about a specific issue, abstain from voting on decisions, and/or restrict access to information relating to the conflict of interest. If this situation occurs frequently, and an ongoing conflict of interest is likely, other options may need to be considered;
- Recruit - if it is not practical to restrict your involvement, an independent third party may need to be engaged to participate in, oversee, or review the integrity of the decision-making process;
- Remove - removal from involvement in the matter altogether is the best option when ad hoc or recruitment strategies are not feasible, or appropriate;
- Relinquish - relinquishing the personal or private interests may be a valid strategy for ensuring there is no conflict with your public duty. This may be the relinquishment of shares, or membership of a club or association; and
- Resign - resignation may be an option if the conflict of interest cannot be resolved in any other way, particularly where conflicting private interests cannot be relinquished.

### **Recording Conflicts of Interest**

The Commission will maintain a record of all approved activities and will annually review such records to ensure they remain current and valid (BDXX-010).

Where staff members are permitted to maintain outside interests that have been disclosed and approved by the CEO, they must ensure that, if the nature or circumstances alter, a new Declaration – Conflict of Interest Form is completed and submitted for consideration.

## APPENDIX A – Declaration – Conflict of Interest Form (Staff)

### DECLARATION - CONFLICT OF INTEREST FORM - STAFF

Conflict of interest relates to any interest that could reasonably create a perception of bias, and/or a potential or actual conflict with the employee's official duties. Refer to the Commission's Code of Conduct and related policies for further information. Employees seeking approval to undertake outside employment or hold external positions must complete this form. This form should also be used to declare the external interests of an employee's associates, including family members and friends that could influence or appear to influence the employee's ability to carry out their functions as a representative of the organisation.

<b>GIVEN NAME:</b>				<b>SURNAME:</b>		
<b>EMPLOYEE NO:</b>		<b>POSITION TITLE</b>				<b>CLASS. LEVEL</b>
<b>Type of interest</b>						
<b>Share Holdings:</b>			<b>Committee / Board Membership (Private):</b>			
<b>Business Ownership:</b>			<b>Committee / Board Membership (Official)</b>			
<b>Property:</b>			<b>Outside Employment:</b>			
<b>Other:</b>						

<b>Pecuniary (financial benefit):</b>		<b>Direct Interest:</b>	
<b>Non Pecuniary:</b>		<b>Indirect Interest:</b>	

<b>Please describe the interest and its related activities under consideration (include business name and address as appropriate?)</b>	
<b>What is your role in the above?</b>	
<b>Who are your actual and/or anticipated customers or clients?</b>	
<b>If there is a pecuniary benefit, what is your reward or remuneration from engaging in the above?</b>	<input type="checkbox"/> Dividend <input type="checkbox"/> Honorarium <input type="checkbox"/> Remuneration <input type="checkbox"/> Company profit <input type="checkbox"/> Sales <input type="checkbox"/> Other:

In your opinion is there an actual, perceived or potential conflict of interest with the above matter?	
Please provide details of proposed action to be taken to resolve or manage the conflict of interest (as required).	

## Where there is insufficient space attach additional pages

Employee:	<p>I declare that the above is true and correct and that I have read the Commission's policy in this regard and I understand the relevant <i>Public Sector Management Act 1994</i> requirements and the Commission's Code of Conduct.</p> <p>Name: _____ Signature: _____ Date: _____</p>
Manager/ Supervisor:	<p>I have noted the employee's declaration and in my view there <b>is/ is not</b> a conflict of interest. If I have identified there is a conflict of interest, I <b>agree/disagree</b> with the action proposed by the employee to resolve or manage the conflict of interest.</p> <p>Name: _____ Signature: _____ Date: _____</p>
Chief Executive Officer	<p>I <b>approve/do not approve</b> the employee's declaration and <b>endorse / do not endorse</b> the action proposed to resolve or manage the conflict of interest.</p> <p>Name: _____ Signature: _____ Date: _____</p>



Government of Western Australia

Mid West Development Commission



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**Parliamentary Inquiry into the LPLJ and Establishment of a Parliamentary Budget Office - Hearing 1 - DPIRD Supplementary Questions**  
**Question A8**

Table A8 - LPLJ Program expenditure

Regional Development Commission	LPLJ funding disbursed (\$) FY 2016/17	LPLJ funding disbursed (\$) FY 2017/18	LPLJ funding disbursed (\$) FY 2018/19	LPLJ funding disbursed (\$) FY 2019/20	Remaining funds to be disbursed (\$)	<b>Totals</b>
GEDC	653,000	75,000	0	0	0	728,000
GSDC	1,000,000	0	0	0	0	1,000,000
KDC	1,005,000	0	0	Repurposed (\$70,000)	0	1,005,000
MWDC	615,000	0	209,400	48,850	92,750	966,000
Peel DC	2,060,000	10,000	0	0	0	2,070,000
PDC	1,114,314	23,191	500	0	3,995	1,142,000
SWDC	678,650	1,519,818	60,000	0	125,000	2,383,468
<b>Totals</b>	<b>7,125,964</b>	<b>1,628,009</b>	<b>269,900</b>	<b>48,850</b>	<b>221,745</b>	<b>9,294,468</b>

Parliamentary Inquiry into the LPLJ and Establishment of a Parliamentary Budget Office - Hearing 1 - DPIRD Supplementary Questions

Question A10

Table A10 - High level scan of 'jobs creation' information relating to the LPLJ Program

Regional Development Commission	Project ID	Project name	Project proponent	Total project funding (\$)	% of project funding allocated to salaries	Specific paid positions supported
GSDC	REG007	Upgrade to Senior Student Playground Equipment	Albany Primary School P&C	11,000	50%	Not specified in Acquittal Report
	REG008	Shed Extension for Rescue 1	Albany Sea Rescue Squad Inc	50,000	35%	Not specified in Acquittal Report
	REG010	Clubroom Extension	Albany Speedway Club Inc	50,000	30%	Not specified in Acquittal Report
	REG018	Bremer Bay School Oval Development	Bremer Bay Primary School P&C	50,000	20%	Not specified in Acquittal Report
	REG019	Airfield Upgrade	Bremer Bay Sea Rescue Inc	25,000	33%	Not specified in Acquittal Report
	REG028	Milpara Park Playground Equipment	City of Albany Milpara Park	50,000	Modelled at 1 job in Acquittal Report Impact study	Not specified in Acquittal Report
	REG055	Stage Development for Assembly Hall	Flinders Park Primary School P&C	30,000	50%	Not specified in Acquittal Report
	REG084	Storm Football Development Institute Trailer & Equipment	Great Southern Storm Football Development Institute Inc	10,000	30%	Not specified in Acquittal Report
	REG106	Enhanced Amenity at Lake Weerlara	Lockyer Action Network Inc	56,000	30%	Not specified in Acquittal Report
	REG108	Construction of Nature Playground	Albany Kindergarten Association (on behalf of Lower King Community Kindergarten)	30,000	Not specified in Acquittal Report	Not specified in Acquittal Report
	REG118	Mount Lockyer Primary School Cricket Pitches & Nets	Mount Lockyer Primary School P&C	20,000	30%	Not specified in Acquittal Report
	REG119	Nature Playground	Mt Manypeaks Primary School P&C	32,000	10%	Not specified in Acquittal Report
	REG131	Building Upgrade	North Albany Football Club	53,000	35%	Not specified in Acquittal Report
	REG132	Kitchen Upgrade	North Albany Football Club	25,000	20%	Not specified in Acquittal Report
	REG133	Solar PV Panels	North Albany Senior High School P&C	60,000	31%	Not specified in Acquittal Report
	REG162	Outdoor Play Space Improvement	Spencer Park Primary School P&C	60,000	50%	Not specified in Acquittal Report
	REG186	Construction of Outdoor Presentation Area	Wellstead Primary School P&C	10,000	70%	Not specified in Acquittal Report
	REG189	Climbing Structure	Yakamia Primary School P&C	10,000	20%	Not specified in Acquittal Report
KDC	REG052	Feed the Little Children	Feed the Little Children Inc	135,000	59%	1 Position
	REG024	Bundiyarra Newsletter	Bundiyarra Aboriginal Corporation	20,000	98%	2 Part time
	REG059	Geraldton Cycleway Strategy	Mid West Sports Federation	90,000	10%	1 Part time
	REG115	Young Leaders Program	NGALA Community Service	40,000	91%	1 Part time over 4 years



MWDC	REG116	Mid West School Holiday Engagement Program	University of Western Australia (WA Centre for Rural Health)	80,000	10%	1 Part time over 4 years
	REG137	PCYC Streets of Dirt	Federation of Western Australian Police & Community Youth Centres Inc	20,000	46%	1 Part time
	REG034	Pollinators - Creative Hub	Pollinators Inc	30,000	8%	1 Part time
	REG226	Bundiyarra Aboriginal Corporation	Bundiyarra Mugarri landscaping and serving country memorial project	16,000	31%	1 Part time
PDC	REG069	Boonderu Music Academy	Roebourne District High School	20,000	75%	2 (during life of program)
	REG003	Marketing for Bunbury Speedway	Albany Basketball Association	30,000	70%	Not specified in Acquittal Report
	REG011	Australind Skatepark	Shire of Harvey	100,000	60%	Not specified in Acquittal Report
	REG022	Brunswick River Cottages Stage 2	Shire of Harvey	100,000	100%	Not specified in Acquittal Report
	REG026	Carey Park P&C	Carey Park Primary School Parents & Citizens Association Inc	2,000	30%	Not specified in Acquittal Report
	REG027	Changemakers Festival	Bunbury Regional Theatre Inc	8,000	100%	Not specified in Acquittal Report
	REG029	City of Bunbury Eisteddfod Sixtieth Anniversary Event	West Australian Performing Arts Eisteddfod Incorporating City Of Bunbury Eisteddfod Inc	25,000	55%	Not specified in Acquittal Report
	REG043	Bunbury Multicultural Group Development Project	Bunbury Multicultural Group Inc	10,000	10%	Not specified in Acquittal Report
	REG047	Establish a community care centre for families experiencing the impacts of methamphetamine	Doors Wide Open Inc	50,000	100%	Not specified in Acquittal Report
	REG090	Installation of CCTV in Halifax	South West Business Association Inc	40,000	25%	Not specified in Acquittal Report
	REG125	New sheet music for Bunbury Philharmonic	Philharmonic South West Inc	2,000	62%	Not specified in Acquittal Report
	REG135	Outdoor lighting at Leschenault Leisure Centre	Shire of Harvey	50,000	30%	Not specified in Acquittal Report
	REG138	PCYC Icebreakers Pilot programme	The Federation of Western Australian Police & Community Youth Centres Inc (Bunbury)	60,000	77.50%	Not specified in Acquittal Report
	REG143	Preservation of photographic history - Bunbury City	Bunbury City Band Inc	2,000	46%	Not specified in Acquittal Report
	REG156	Shade Shelters for the Bunbury Bowling Club	Bunbury Bowling & Social Club Inc	30,000	20%	Not specified in Acquittal Report
	REG165	Support for Community Leschenault Nursery	Leschenault Community Nursery Inc	50,000	50%	Not specified in Acquittal Report
	REG166	Support for Hudson Road Family Centre	Hudson Road Family Centre Inc	10,000	100%	Not specified in Acquittal Report

SWDC

REG169	Support for quality end of life care research project	Val Lishman Health Research Foundation	30,000	100%	Not specified in Acquittal Report
REG173	The Nixi Innovation and Redevelopment Project	Milligan Community Learning and Resource Centre Inc	50,000	30%	Not specified in Acquittal Report
REG181	Upgrades to Bunbury Sea Rescue radio equipment	Bunbury Sea Rescue Inc	5,000	5%	Not specified in Acquittal Report
REG182	Purchase & Installation of Cricket Nets	Marist Cricket Club Inc	50,000	65%	Not specified in Acquittal Report
REG183	Upgrades to Kelly Park	City of Bunbury	90,000	12%	Not specified in Acquittal Report
REG192	Facilities improvements for South West Rail and Heritage Centre	South West Rail Heritage Centre	20,000	60%	Not specified in Acquittal Report
REG195	Capel Country Club - Clubhouse	Capel Country Club	35,000	20%	Not specified in Acquittal Report
REG196	Capel Primary School Car park	Capel Primary School	100,000	40%	Not specified in Acquittal Report
REG197	Boyanup Primary School upgrades to facilities	Boyanup Primary School	10,000	60%	Not specified in Acquittal Report
REG199	Golden Valley Tree Park	Golden Valley Tree Park	25,000	2%	Not specified in Acquittal Report
REG203	Donnybrook Community Resource Centre	Donnybrook Community Resource Centre	20,000	20%	Not specified in Acquittal Report
REG205	Australind Senior Citizens	Shire of Harvey	15,000	45%	Not specified in Acquittal Report
REG207	Collie Eagles Football Club - solar panels	Collie Eagles Football Club	30,000	30%	Not specified in Acquittal Report
REG211	Collie Bowling Club Inc	Collie Bowling Club	15,000	90%	Not specified in Acquittal Report
REG212	Collie Riding for the Disabled Assoc Inc	Collie Riding for the Disabled Association Inc	20,000	70%	Not specified in Acquittal Report
REG213	Coalfields Highway - Entry Into Collie Project	Shire of Collie	25,000	36%	Not specified in Acquittal Report
REG218	Wilson Park Primary School - playground equipment or fencing for oval	Wilson Park Primary School	20,000	70%	Not specified in Acquittal Report
REG220	Amaroo Primary School	Amaroo Primary School	20,000	50%	Not specified in Acquittal Report
REG221	Dardanup Primary School Parking access	Dardanup Primary School	60,000	60%	Not specified in Acquittal Report
REG222	Shire of Dardanup	Shire of Dardanup	15,000	50%	Not specified in Acquittal Report
REG223	Clifton Park foreshore upgrade - BBQs, toilets fences shade for playground	Shire of Harvey	50,000	40%	Not specified in Acquittal Report
REG224-2	River valley Primary School - Outdoor undercover area	River Valley Primary School	5,000	20%	Not specified in Acquittal Report
REG225	Grow, Cook, Eat, Create	Grow, Cook, Eat, Create Inc	5,000	30%	Not specified in Acquittal Report